Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS		Workday™ Supplier Contract No.	SC-00009118
City & County of Denver		Date: 4/25/2024	Revision No.
Purchasing Division		Payment Terms	Net 30 Resolution (as applicable):
201 West Colfax Avenue, Dept. 304		Freight Terms	FOB DESTINATION
Denver, CO 80202		Ship Via	Best Away
United States		Analyst:	Elizabeth Hewes
Phone: 720-913-8100 Fax: 720-913-8101		Phone:	720-913-8109

Workday Supplier ID: SUP-00009789 Phone: 720-298-8799 (cell); 425-821-5252 (office) Email: bkraus@seawestern.com

Sea-Western, Inc.
P.O. Box 51
Kirkland, WA 98083

Attn: Bill Kraus
Colorado Secretary of State ID: 20231144940
U.S. Federal SAM Registry Verification Date: 4/23/2024

Ship To: Denver Fire Department
Ordering Facility at Time of Order

Bill To: As Specified By Agency

1. **Goods/Services:**
   Sea-Western, a Washington corporation, ("Vendor") shall provide the goods, and any services related thereto, identified, and described on attached **Exhibit A**, to the City and County of Denver, a Colorado municipal corporation (the "City"), all in accordance with the terms and conditions of this Master Purchase Order.
2. **Ordering:**
   The City shall purchase one or more of the goods/services by issuing a written purchase order(s) or similar appropriate written document ("Order"), each of which will be deemed incorporated into this Master Purchase Order for purposes of such Order only.
3. **Pricing:**
   The pricing/rates for the goods/services is contained on **Exhibit A**.
4. **Term/Renewal:**
   The term of this Master Purchase Order shall be from date of City signature to and including 3/27/2028. The City and the vendor may mutually agree to renew and continue this Master Purchase Order for additional period at the same pricing structure, terms, and conditions. However, no renewal shall surpass 3/27/2029.
5. **Non-Exclusive**:
   This Master Purchase Order is non-exclusive. City does not guarantee any minimum purchase other than as provided herein.
6. **Inspection and Acceptance:**
   Vendor shall perform any services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services. City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications. City's failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Vendor's expense; or (3) reject and return the goods at Vendor's cost and/or reject the services at Vendor's expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Purchase Order.
7. **Shipping, Taxes and Other Credits and Charges:**
   All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor's name, the Master Purchase Order number, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall procure all permits and licenses; pay all charges, taxes, and fees; and give all notices necessary and incidental to the fulfillment of this Master Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges, or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The

price of all goods/services shall reflect all applicable tax exemptions. City's Federal Registration No. is 84-6000580 and its State Registration No. is 98-02890. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Vendor shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.

8. **Risk of Loss:**
Vendor shall bear the risk of loss, injury, or destruction of goods prior to delivery to City. Loss, injury, or destruction shall not release Vendor from any obligation hereunder.

9. **Invoice:**
Each invoice shall include: (i) the Purchase Order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and totaled; (iv) quantity ordered, back ordered, and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.

10. **Payment:**
Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq., after City accepts the goods/services. Any other provision of this Master Purchase Order notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of six million, five hundred thousand dollars ($6,500,000). Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Vendor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may set off against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

11. **Amendments/Changes:**
Only the Executive Director of General Services or his/her delegate is authorized to change or amend this Master Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payable under this Master Purchase Order to exceed the amount appropriated and encumbered for this Master Purchase Order is expressly prohibited and of no effect. Vendor shall verify that the amount appropriated and encumbered is sufficient to cover any increase in cost due to changes or amendments. Goods/services provided without such verification are provided at Vendor's risk. Vendor has no authority to bind City on any contractual matters.

12. **Warranty**:
Vendor warrants and guarantees to City that all goods furnished under this Master Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used. For any goods furnished under this Master Purchase Order which become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall either, at City's election and to City's satisfaction, remedy any and all defects or replace the defective goods at no expense to City within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third-party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

13. **Indemnification/Limitation of Liability:**
Vendor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to this Master Purchase Order or that are caused by or the result of any act or omission of Vendor, its agents, suppliers, employees, or representatives. Vendor's obligation shall not apply to any liability or damages which result solely from the negligence of City. City shall not be liable for any consequential, incidental, indirect, special, reliance, or punitive damages or for any lost profits or revenues, regardless of the legal theory under which such liability is asserted. In no event shall City's aggregate liability exceed the agreed upon cost for those goods/services that have been accepted by City under this Master Purchase Order up to the total Master Purchase Order Amount. Notwithstanding anything contained in this Master Purchase Order to the contrary, City in no way limits or waives the rights, immunities and protections provided by C.R.S. § 24-10-101, *et seq.*

14. Termination:

City may terminate this Master Purchase Order, in whole or in part, at any time and for any reason immediately upon written notice to Vendor. In the event of such a termination, City's sole liability shall be limited to payment of the amount due for the goods/services accepted by City. Vendor acknowledges the risks inherent in this termination for convenience and expressly accepts them. Termination by City shall not constitute a waiver of any claims City may have against Vendor.

15. Interference:

Vendor shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Vendor's obligations under this Master Purchase Order and confirm such notification in writing within twenty-four (24) hours. City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies City may possess.

16. Venue, Choice of Law, and Disputes:

Venue for all legal actions shall lie in the District Court in and for City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Revised Municipal Code, rules, regulations, Executive Orders, and fiscal rules of City. All disputes shall be resolved by administrative hearing, pursuant to the procedure established by D.R.M.C.§ 56-106. Director of Purchasing shall render the final determination.

17. Assignment/No Third-Party Beneficiary:

Vendor shall not assign or subcontract any of its rights or obligations under this Master Purchase Order without the written consent of City. In the event City permits an assignment or subcontract, Vendor shall continue to be liable under this Master Purchase Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Master Purchase Order is intended solely for the benefit of City and Vendor with no third-party beneficiaries.

18. Notice:

Notices shall be made by Vendor to the Director of Purchasing and by City to Vendor at the addresses provided herein, in writing sent registered, return receipt requested.

19. Compliance With Laws:

Vendor shall observe and comply with all federal, state, county, city, and other laws, codes, ordinances, rules, regulations, and executive orders related to its performance under this Master Purchase Order. City may immediately terminate this Master Purchase Order, in whole or in part, if Vendor or an employee is convicted, pleads nolo contendre, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

20. Insurance:

Vendor agrees to secure, at or before the time of execution of this Master Purchase Order, the following insurance covering all operations, goods or services provided pursuant to this Master Purchase Order. Vendor shall keep the required insurance coverage in force at all times during the term of the Master Purchase Order, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Master Purchase Order. Such notice shall reference the Master Purchase Order listed on the signature page of this Master Purchase Order. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Vendor shall provide written notice of cancellation, non-renewal, and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's Master Purchase Order. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Master Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of the Vendor. Vendor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Master Purchase Order.

Vendor may not commence services or work relating to this Master Purchase Order prior to placement of coverages required under this Master Purchase Order. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not

comply with all insurance requirements set forth in this Master Purchase Order shall not act as a waiver of Vendor's breach of this Master Purchase Order or of any of the City's rights or remedies under this Master Purchase Order. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. For Commercial General Liability, Auto Liability, and Excess Liability/Umbrella (if required), Vendor and sub-contractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees, and volunteers as additional insured. For all coverages required under this Master Purchase Order, Vendor's insurer shall waive subrogation rights against the City. Vendor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Master Purchase Order) procure and maintain coverage as approved by Vendor and appropriate to their respective primary business risks considering the nature and scope of services provided. Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of $100,000 per occurrence for each bodily injury claim, $100,000 per occurrence for each bodily injury caused by disease claim, and $500,000 aggregate for all bodily injuries caused by disease claims. Vendor shall maintain a Commercial General Liability insurance policy with minimum limits of $1,000,000 for each bodily injury and property damage occurrence, $2,000,000 products and completed operations aggregate (if applicable), and $2,000,000 policy aggregate. Vendor shall maintain Automobile Liability with minimum limits of $1,000,000 combined single limit applicable to all owned, hired, and non-owned vehicles used in performing services under this Master Purchase Order.

21. Severability:

If any provision of this Master Purchase Order, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by City, is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of City and Vendor can be fulfilled.

22. Survival:

All terms and conditions of this Master Purchase Order which by their nature must survive termination/expiration shall so survive. Without limiting the foregoing, Vendor's insurance, warranty, and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period.

23. No Construction Against Drafting Party:

No provision of this Master Purchase Order shall be construed against the drafter.

24. Status of Vendor/Ownership of Work Product:

Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction. Ownership rights shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use materials. Software licenses terms may be incorporated herein by an End User License Agreement signed by the Director of Purchasing. Any 'click-wrap' electronic acceptance or other terms and conditions not agreed to in writing by the Director of Purchasing are of no force and effect.

25. Examination of Records and Audits:

Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Vendor's performance pursuant to this Master Purchase Order, provision of any goods or services to the City, and any other transactions related to this Master Purchase Order. Vendor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Master Purchase Order or expiration of the applicable statute of limitations. When conducting an audit of this Master Purchase Order, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Vendor to make disclosures in violation of state or federal privacy laws. Vendor shall at all times comply with D.R.M.C. 20-276.

26. Remedies/Waiver:

No remedy specified herein shall limit any other rights and remedies of City at law or in equity. No waiver of any breach shall be construed as a waiver of any other breach.

27. **No Discrimination in Employment:**
In connection with the performance of work under the Master Purchase Order, the Vendor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Vendor shall insert the foregoing provision in all subcontracts.

28. **Use, Possession or Sale of Alcohol or Drugs:**
Vendor shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Master Purchase Order or barring Vendor from City facilities or from participating in City operations.

29. **Conflict of Interest:**
No employee of City shall have any personal or beneficial interest in the goods/services described in this Master Purchase Order; and Vendor shall not hire or contract for services any employee or officer of City which would be in violation of City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

30. **Advertising and Public Disclosure:**
Vendor shall not include any reference to the Master Purchase Order or to services performed or goods purchased pursuant to the Master Purchase Order in any of Vendor's advertising or public relations materials without first obtaining the written approval of the Director of Purchasing.

31. **Intellectual Property:**
Any research, reports, studies, data, photographs, negatives or other documents, drawings, or materials (collectively "materials") delivered by Vendor in performance of its obligations under this Master Purchase Order shall be the exclusive property of City. Ownership rights shall include, but not be limited to the right to copy, publish, display, transfer, prepare derivative works, or otherwise use materials. Software license terms may be incorporated herein by an End User License Agreement signed by the Director of Purchasing. Any 'click-wrap' agreement, terms of use, electronic acceptance or other terms and conditions not agreed to in writing by the Director of Purchasing are of no force and effect.

32. **Federal Provisions:**
Where the source of the funds, directly or indirectly for this Purchase Order is the Federal Government, Vendor agrees to the applicable provisions set out below. Vendor shall be responsible for determining which terms are applicable to its products and/or services.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE Vendor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60).
DAVIS-BACON ACT COMPLIANCE Vendor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3148 to 3148) as supplemented by Department of Labor regulations (29 CFR part 5). **ANTI-KICKBACK ACT COMPLIANCE** Vendor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). **CONTRACT WORK HOURS AND SAFETY STANDARDS** Vendor agrees to comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** Vendor agrees to comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. **CLEAN AIR AND WATER REQUIREMENTS** Vendor agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et. seq.), and the Clean Water Act (33 U.S.C. 1251 et. seq.). Vendor agrees to report each violation of these requirements to the City and understands and agrees that the City will, in turn, report each violation as required to the appropriate EPA regional office. **ENERGY CONSERVATION REQUIREMENTS** Vendor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201) **NO SUSPENSION OR DEBARMENT** Vendor certifies that neither it nor its Principals or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency. **BYRD ANTI-LOBBYING**. If the Maximum Contract Amount exceeds $100,000, Vendor must complete and submit to the City a required certification form provided by the City certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing

or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract grant of any other award covered by 31 U.S.C. 1352. Vendor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

This Master Purchase Order is pursuant to DRMC § 20-64.5. The terms and conditions herein supersede and replace all terms and conditions of **Sourcewell 010424-LIO.**

This Master Purchase Order is acknowledged and agreed to by:

Vendor Name:	**Sea-Western, Inc.** (Company Name)	**City & County of Denver, Purchasing Division**	
By:	(Authorized Signature)	By:	Elizabeth Hewes
Print Name:	ADRIAN N.L. PARKER	Print Name:	Elizabeth Hewes
Title:	Director of Sales	Title:	Senior Procurement Analyst
Date:	5-1-24	Date:	5/6/2024

Procurement Manager: bdh

Purchase pursuant to 3.26(e)-This Master Purchase Order is contingent on City Council approval and is void without such action.

Upon renewal, City procurements shall be made via Purchase Order (PO) under the pricing, terms, and conditions of this MPO.
Invoicing must contain the individual PO number that corresponds with the order. General inquiries, not specific to an individual order, shall reference the SC number.

Renewal No. 1___

The contract made and entered into by your company and the City and County of Denver pursuant to the above referenced Master Purchase Order (MPO) expires on _____.

Should you desire to extend this contract to and including _____ and revise the aggregate amount to $_____, please return this page with your signature.

Vendor Name:	**Sea-Western, Inc.** (Company Name)	**City & County of Denver, Purchasing Division**
By:	_____ (Authorized Signature)	By: _____
Print Name:	_____	Print Name: _____
Title:	_____	Title: _____
Date:	_____	Date: _____

Note(s)/ amendment(s):

EXHIBIT "A"

Supplier: Sea-Western, Inc.
Solicitation/ Award Title: Turnout Gear
Solicitation No. /Internal File Reference Location: 0297A

It is recommended that you use your Supplier Contract No. SC-00009118, in all future correspondence and/or other communications.

All purchases for turnout gear under this MPO are made pursuant to DRMC 20.64.5. Items and pricing per Sourcewell Contract #010424-LIO.

Description of the goods, and services related thereto, being purchased and pricing:

The purpose of the clothing is to provide protection during structural fire-fighting operations where there is a threat of fire or when certain physical hazards are likely to be encountered, such as during non-fire-related rescue operations, emergency medical operations, and victim extrication.

A.1 STANDARDS

1. All garments produced shall meet or exceed the criteria set forth in the current edition of NFPA 1971 STANDARD ON PROTECTIVE ENSEMBLES FOR STRUCTURAL FIRE FIGHTING AND PROXIMITY FIRE FIGHTING, FED-OSHA CFR 1910, Subpart L, OSHA 29 CFR Part 1910.1030 and/or the requirements of CAL-OSHA title 8, Article 10.1, Para. 3406.
2. All components and composites used in the construction of garments shall be third party tested, certified, and listed for compliance to NFPA 1971. The label of the third-party certification organization shall denote certification.
3. The manufacturer shall be registered to the ISO Standard 9001 to assure a satisfactory level of quality.

A.1.a **VERIFIED CONTAMINATION CONTROL PACKAGE (carcinogen reduction or cancer reduction package)**
The turnout coat and pant shall have particulate blocking materials that block particulate ingress in PPE (Personal Protection Equipment) interface areas to include coat-to-glove, coat-to-pant, and pant-to-boot interfaces and closures. The turnout must be tested to the Particle Inward Leakage Test (section 7.20.1.1 of NFPA 1971, 2018 ed) and have the marketing claim verified by a third party to show no ingress at turnout coat, pant, glove, boot interfaces and closures.

A.1.b **COMPOSITE PERFORMANCE**

1. The garment composite, consisting of the outer shell, moisture barrier and thermal liner, shall provide a Thermal Protective Performance (TPP) of not less than 42.2 when tested in accordance with NFPA 1971 standard.
2. The garment composite, consisting of the outer shell, moisture barrier and thermal liner, shall provide a Total Heat Loss (THL) of not less than 269.0 when tested in accordance with NFPA 1971 standard.
3. The Heat Transfer Index rating shall be a minimum of 25 seconds for the shoulder when measured at 2 psi (pounds per square inch) and a minimum of 25 seconds for the knee when measured at 8 psi.

A.1.c **OUTER SHELL MATERIAL**
7 oz PBI® MAX: +/- 7.0 oz./sq. yd. 70% "PBI Dominant" PBI®/PARA-ARAMID spun yarns/30% 600 denier PARA-ARAMID filament in a twill weave with extremely durable water repellent finish. Color shall be Gold.

A.1.d **MOISTURE BARRIER MATERIAL**
CROSSTECH® BLACK (Type 2F): META-ARAMID substrate laminated to a lightweight breathable, ePTFE membrane; weighing 4.7 oz./sq. yd.

A.1.e **THERMAL LINER MATERIAL**

ISODRI®

Glide 2 Layer Araflo Isodri (Code K): The thermal liner shall be comprised of Glide™ Ice high-lubricity, stress reducing, filament/spun face cloth weighing 3.6 oz/sq. yd. The META-ARAMID filament yarns shall represent no less than 60% of the face cloth's composition and shall be positioned in the warp direction of the weave in order to optimize their slippery characteristics on the face. Spun yarns comprised of 30% META-ARAMID and 10% Lenzing FR with superior wicking characteristics, shall be used to promote moisture management within the garment. The Glide™ Ice face cloth shall be quilted to one layer spunlace aramid (85% META-ARAMID /15% PARA-ARAMID) weighing approximately 2.3 oz./sq. yd. and one layer of apertured (11-13 apertures/sq. inch) spunlace aramid (85% META-ARAMID /15% PARA-ARAMID) weighing approximately 1.5 oz./sq. yd. both layers shall be treated with a durable water repellent finish to promote minimal moisture storage in the garment as well as promote rapid drying (total weight +/- 7.3 oz./sq. yd.).

A.1.f **STRESS POINT**

All outer shell stress points, including top and bottom pocket corners, pocket flap corners, top and bottom of storm flap/fly shall be reinforced using a 42-stitch minimum bartack.

A.1.g **REFLECTIVE TRIM**

All trim shall be sewn with four rows lockstitch 301, minimum six stitches/inch for most secure trim attachment.
Trim shall be 3" Ventilated Scotchlite™ Triple Trim (lime/yellow)

COAT – Coat trim shall be applied as follows:

New York Pattern: One 3" strip shall be set full circumference at the bottom sweep of the outer shell; one 3" strip shall be set around each sleeve approximately 2" above the cuff; one 3" strip shall be set around each sleeve just above the elbow; one 3" strip shall be set full circumference at the chest.

PANT – Pant trim shall be applied as follows:

One strip set full circumference around the bottom of the cuff 2" - 3" from the bottom cuff.

A.1.h **LETTERING**

Size 3" letters of Scotchlite™ (lime/yellow).
First Line: DENVER
Second Line: FIRE

A.1.i **SIZES**

Coats shall be made available in even chest sizes with corresponding sleeve lengths available in short, regular, and long. Pant sizes shall be made available in even waist sizes with inseam lengths available in extra short, short, regular, and long. Male and female sizing is available.

All measurements are approximate and have an industry standard +/- tolerance. Positioning of parts on smaller size garments also may vary due to limited space available on smaller chest and waist sizes.

A.1.j **LABELING**

Each garment shall have a garment label(s) permanently and conspicuously attached stating at least the following language, as well as detailed warning instructions provided by the manufacturer.

DO NOT REMOVE THIS LABEL.

THIS STRUCTURAL FIREFIGHTING PROTECTIVE GARMENT MEETS THE GARMENT REQUIREMENTS OF NFPA 1971, 2018 EDITION.

MADE IN THE U.S.A.

A.1.k **TRACKING LABEL SYSTEM**

There shall be a bar code label permanently affixed to each garment for tracking purposes. The bar code shall contain a unique serial number and shall be able to withstand customary wash and wear cycles. There shall also be a label with the minimum of the following information:

1. Unique serial number
2. Item description (brand, model, material color)
3. Lot information (date of mfg., size, etc.)
4. Material description
5. The standard to which the garment is compliant

A.1.l **PACKAGING**

Each Coat and Pant shall be packaged in a dark plastic bag in order to provide protection during shipping and prior to first use.

A.1.m **USER INFORMATION GUIDE**

Each garment shall include a hang tag with a website address that links to an online, electronic User Information Guide with information required by NFPA 1971. This guide shall include:

1. PRE-USE INFORMATION
    a. Safety considerations
    b. Limitations of use
    c. Garment marking recommendations and restrictions
    d. A statement that most performance properties of the garment cannot be tested by the user in the field
    e. Warranty information
2. PREPARATION FOR USE
    a. Sizing/adjustment
    b. Recommended storage practices
3. INSPECTION
    a. Inspection frequency and details
4. DON/DOFF
    a. Donning and doffing procedures
    b. Sizing and adjustment procedures
    c. Interface issues
5. USE
    a. Proper use consistent with NFPA 1500, Standard on Fire Department, Occupational Safety and Health Program, and 29 CFR 1910, 132
6. MAINTENANCE AND CLEANING
    a. Cleaning instructions and precautions with a statement advising users not to use garments that are not thoroughly cleaned and dried
    b. Inspection details
    c. Maintenance criteria and methods of repair where applicable
    d. Decontamination procedures for both chemical and biological contamination
7. RETIREMENT AND DISPOSAL
    a. Retirement and disposal criteria and considerations
8. DRAG RESCUE DEVICE (DRD)
    a. Use, inspection, maintenance, cleaning, and retirement of the DRD

A.1.n **WARRANTY**

Each garment shall have a limited lifetime warranty against defects in material and workmanship.

A.1.o **COUNTRY OF ORIGIN**

The garments shall be manufactured in the United States.

A.2 V-FORCE™ BI-SWING COAT

A.2.a **COAT CONSTRUCTION**

The coat is designed of a 3-panel construction in all layers of the innovative V-fit design. For optimum comfort and mobility an inverted pleat on each side where back front and back body panel pieces meet shall be incorporated. Each pleat shall begin at the back of each shoulder and shall extend vertically down the side of the coat. A combination moisture barrier/thermal liner shall include a corresponding 1" inward dynamic fold approximately 1.5" from each sleeve seam at the shoulder. This fold shall provide for coat expansion when extending arms forward and shall interface with the inverted pleats of the outer shell to maximize mobility and function of the outer shell and thermal liner. When measured at the center of the back from the collar seam to the hem bottom, the coat shall measure – 29", 30.5" 32", 33.5" or 35" long; 29" or 32" female. Sleeves shall be of raglan design in the front and set in design in back.

A.2.b **MOISTURE BARRIER/THERMAL LINER CONSTRUCTION**

Design shall be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion. The left and right fronts of the moisture barrier/thermal liner shall be attached to the facings at the front closure of the outer shell. The moisture barrier/thermal liner shall be secured to the outer shell collar such that when donning the coat an arm may not be accidentally caught between the outer shell and its inner linings.

The liner shall have one internal pocket which shall be made of black outer shell material. The liner pocket shall be located on the left side of coat liner.

A.2.b.1 QUILT THERMAL LINER CONSTRUCTION:

The moisture barrier shall be completely sewn to a Teflon treated NOMEX® facecloth at its perimeter. The CROSSTECH®/NOMEX® pajama check moisture barrier shall be sewn to the thermal liner at its perimeter with the breathable membrane oriented inward toward the thermal liner and away from the outer shell. All moisture barrier seams shall be sealed as required by NFPA 1971. The moisture barrier/thermal liner shall finish no more than 1" from the cuffs and 2" from the hem. Traditional Liner, Glide Ice™ face cloth quilted to DWR treated 2.3 oz NOMEX®/Kevlar® spunlace & DWR treated 1.5 oz AraFlo®, CROSSTECH® BLACK (Type 2F) PTFE/Nomex® Pajama Check laminated membrane.

A.2.c **MOISTURE BARRIER/THERMAL LINER ATTACHMENT**

Completely Removable: The moisture barrier/thermal liner shall be completely detachable from the outer shell for ease of cleaning by the use of hook and loop, zippers, and snaps. There shall be a thermoplastic zipper and two snaps down each front facing, hook and loop shall also be located around the entire neck opening. In addition, there will be a snap for alignment along the bottom of the liner, and one snap and hook and loop at each sleeve end.

A.2.d **REDZONE CONTAMINATION CONTROL PACKAGE**

Completely Removable: The moisture barrier/thermal liner shall be completely detachable from the outer shell for ease of cleaning by the use of hook and loop, zippers, and snaps. There shall be a thermoplastic zipper and two snaps down each front facing, hook and loop shall also be located around the entire neck opening. In addition, there will be a snap for alignment along the bottom of the liner, and one snap and hook and loop at each sleeve end.

A.2.e **CLW772 PARTICULATE BLOCKING WRISTLETS**

6" Isodri wristlet sewn to liner system with 5/8"x3 1/8" Nomex webbing thumbloop w/1" spacing between bartacks. Thumbloop centered on front liner sleeves & sewn to inside of wristlet.

A.2.f **CLO218 PARTICULATE BLOCKING WAIST GUARD**

SRT Vapor Skirt - 8" in length with 2" elastic. Width of skirt and elastic will vary with coat size. Skirt set 8.75" up from bottom edge of thermal liner. Elastic set at bottom of skirt - V-Fit & V-Fit Bi-Swing - Smoke Resistant Turnout.

A.2.g **COAT LINER INSPECTION SYSTEM**

There shall be a 12" opening located on the coat liner system at the center right front of the liner. This opening will provide the ability to completely invert the coat liner to properly view the integrity of the entire liner system. There shall be one piece 1” x 6” Loop sewn to the back side of the liner system with a piece of 1.5” x 5” Hook sewn to the inside of the outer shell to ensure proper alignment when installing the liner system into the outer shell. This Liner Inspection System is completely hidden when the liner is properly installed into the outer shell.

A.2.h **COLLAR**

3" split self-fabric collar with CROSSTECH® PJ lined. 2 pieces 1x3" hook on each end inside, thermoplastic zipper - pull side set along top edge for attachment to liner. 1.5x4" hook & loop with x-stitch for front closure.

A.2.i **DRAG RESCUE DEVICE (DRD)**

The Fire Fighter Recovery Harness™ shall be constructed of a one and one-half inch wide PARA-ARAMID strap that shall be installed between the outer shell and the thermal liner. This harness shall have a hand loop (16” in circumference) that exits the outer shell through a 2” polymer coated aramid reinforced slot on the back of the coat just below the collar and is held in place by means of a piece of 1.5” x 2” loop on the strap and a piece of 1” x 3.5” loop attached to the outer shell. This strap is then secured under a 2.5” x 4.25” flap that is sewn in at the neck /collar area. One piece of 1” x 3.5” hook shall be set horizontally on shell to align with one piece of 1” x 3.5” loop set horizontally to the underside of the flap. The harness is also held in proper alignment by means of a piece of 2” x 2” loop placed on the inside of the outer shell underneath the chest trim that corresponds to a piece of 1.5” x 2” hook located on the harness. Two 1” x 3.5” self-fabric straps with 1” x 2” hook on one end and 1” x 2” loop on other end shall be set inside the coat in the shoulder cap area to keep straps in proper position for use.

Fire Fighter Recovery Harness™ provides mechanical leverage for dragging a downed and incapacitated structural firefighter from a life-threatening environment. The design of the harness enables the rescuer to drag the downed firefighter in line with the axis of the firefighter's skeletal frame, in order to decrease the risk of further injury.

A.2.j **HANGER LOOP**

An external hanger loop constructed of a double layer of outer shell material and reinforced with two 42-stitch bartacks shall be provided on the outside of the coat at the collar seam. It shall be designed to provide long service and shall not tear or separate from the coat when the coat is hung by the hanger loop, loaded evenly with a weight of 80 lbs., and allowed to hang for one minute.

A.2.k **THERMAL REINFORCED YOKE**

A layer of Semper Dri™ (3.0 oz./sq. yd.), a durable water repellent finish treated Chambray (META-ARAMID spun) face cloth quilted to two layers of META-ARAMID/PARA-ARAMID spunlace (total weight +/- 6.0-6.8 oz./sq. yd. shall be positioned between the moisture barrier and thermal liner for extra thermal protection in a high heat and compression area of the coat. It shall be sewn to the inside of the upper back portion and raglan sleeve of the thermal liner across the upper back and shoulder approximately 7".

A.2.l **SHOULDER CAPS**

A 4" wide area at the top of the shoulders extending 6" from the collar seam shall be capped with outer shell material for abrasion resistance and thermal protection w/ GIC E-88 foam padding.

A.2.m **V-FIT™ ELBOW**

The sleeve shall have an insert throughout all layers that shall provide a natural bend in the sleeve. The elbow shall have an insert throughout all layers that shall provide a natural bend in the sleeve. This elbow shall include shaped pieces and darts to create free movement with few restrictions. The insert shall consist of two layers of outer shell material for abrasion resistance and thermal protection.

A.2.n **SLEEVE WELL**

A combination Chambray face cloth quilted to two layers of AraFlo E89 and one layer of breathable CROSSTECH® Black (Type 2F) moisture barrier leader shall be sewn no more than 1" back from the combination liner sleeve end to

form a sleeve well. Waterwell with thermoplastic zipper - pull side sewn to coat liner sleeves. A CROSSTECH® Black (Type 2F) moisture barrier leader shall be sewn no more than 1" back from the combination liner sleeve end. This leader shall be approximately 4" in length and end with a gathering of 1" elastic. This sleeve well shall prevent water and hazardous materials from entering the sleeve when arms are in a raised position.

A.2.o **WRISTLETS**

6" Isodri wristlet sewn to liner system with 5/8"x3 1/8" Nomex webbing thumbloop w/1" spacing between bartacks. Thumbloop centered on front liner sleeves & sewn to inside of wristlet.

A.2.p **CUFFS**

The extended cuff of the sleeve shall be reinforced with a binding of outer shell material not less than 3" in total width for abrasion resistance and thermal protection. Self-Fabric Cuff Reinforcements with thermoplastic zipper - pin side.

A.2.q **THERMAL FRONT PANEL CONSTRUCTION**

There shall be continuous thermal and moisture protection around the entire torso including the storm flap. To ensure this protection, as well as reduce potential for wicking moisture to inside of liner, both right and left inside front facings of the coat outer shell shall incorporate outer shell fabric extending from collar to hem.

A.2.r **COAT FRONT CLOSURE DESIGN**

The complete outer shell coat front closure design shall consist of a FRONT CLOSURE SYSTEM completely protected by an OUTSIDE STORM FLAP which shall have its own, independent STORM FLAP CLOSURE SYSTEM.

A.2.r.1 STORM FLAP

3" full length Storm flap with 2 layers self-fabric & 1 layer Gore RT7100 PTFE, full length thermal plastic zipper in (exposed zipper under storm flap, 1.5" hook & 1.5" loop out (zipper in, loop on coat front, ****hook on storm flap****) with PCA tab, V-Force Bi-swing coat - For SRT.

A.2.r.2 FRONT/STORM FLAP CLOSURES

3" full length Storm flap with 2 layers self-fabric & 1 layer Gore RT7100 PTFE, full length thermal plastic zipper in (exposed zipper under storm flap, 1.5" hook & 1.5" loop out (zipper in, loop on coat front, ****hook on storm flap****) with PCA tab, V-Force Bi-swing coat - For SRT.

A.2.s **COAT POCKET**

9x7x2" semi-bellows and handwarmer pocket combination. 6" opening on bellows side, KEVLAR® twill backing, handwarmer lined with fleece inside pocket and against shell. 2 pieces 1.5x3" loop on pocket and 2 pieces 1.5x3" hook on flap, 2 layers Lite-N-Dri inside flap corner, BLACK PCA pull tab. Located on Left & Right Front bottom.

4x7x2" Radio pocket w/polycotton fully lined all 3 sides inside pocket, 1pc. 1.5x3" loop on pocket & 1pc. 1.5x3" hook on flap, antenna notch on each side of flap.

Radio pocket to be set to either Left or Right Chest.

A.2.t **AMERICAN FLAG EMBLEM**

There shall be a 2”x3” American Flag patch, with stars in the upper left corner, sewn to the coat. Emblem to be located on the Right sleeve.

A.2.u **FLASH LIGHT STRAPS**

The Second- shall be a 1" x 10" two-layer self-fabric flashlight strap X-stitched to shell with 1-piece 1x4" hook on one end and 1-piece 1x4" loop on other end. Located on opposite side of Radio Pocket.

A.2.v **LETTER PATCH**

There shall be one 5"x18" contoured 2-layer self-fabric one-line Letter Patch attached to hang from back hem. Hook & loop shall be used to attach patch to coat. 2 male snaps added to the Letter Patch (1 set 6" left of center, 1 set 6" right of center) and 2 female snaps on coat shell for 5"x22" hanging letter patch attachment.

A.2.w **MIC TABS**

There shall be Three- 1" X 3" triple layer self -fabric mic tab attached with bar tacks on each side. Bar tacks shall be a minimum 42-stitch bar tack. Individuals will have an option to choose if the Radio pocket will be on the Left or Right chest. The other chest will be for the Flashlight strap. First tab will be 2" above the Radio pocket, and the Second tab will be on the Right chest- 1" above the Flashlight strap. The third tab will be on Storm flap 3" from top. This tab will be optional and will be an additional cost.

A.2.x **DEE RING**

A dee ring will be located on the patch between the pocket and storm flap. This dee ring will be optional and will be an additional cost.

A.3 V-FORCE™ PANT WITH BELT

A.3.a **PANT CONSTRUCTION**

The pant shall have a low-rise waist V-Fit™ design with a two-inch PARA-ARAMID belt.

A.3.b **BELT**

Two-inch-wide PARA-ARAMID belt with 2" self-locking thermoplastic buckle with quick-release mechanism.

A.3.c **MOISTURE BARRIER/THERMAL LINER CONSTRUCTION**

Design shall be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion. To deter the wicking of moisture up the thermal liner leg the bottom nine inches of each thermal leg shall be constructed of Semper Dri™ (3.0 oz./sq. yd. Teflon® treated Chambray (NOMEX® spun) face cloth quilted to two layers of NOMEX®/Kevlar® spunlace (Total weight +/- 6.8 oz./sq. yd.)). The waist of the moisture barrier/thermal liner shall be secured to the waist of the outer shell such that when donning the pant, a leg may not be accidentally caught between the outer shell and its inner linings along the waist and between the legs of the pant. For added thermal protection to the knee, an additional layer of 1/8" thick, fire retardant closed-cell foam shall be positioned between the moisture barrier and thermal liner at the knee.

A.3.c.1 Quilt Thermal Liner Construction:

The moisture barrier shall be completely sewn to a durable water repellent finish treated META-ARAMID facecloth at its perimeter. The moisture barrier shall be sewn to the thermal liner at its perimeter by means of hook and loop. All moisture barrier seams shall be sealed as required by NFPA 1971. The moisture barrier/thermal liner shall finish no more than 3" from the cuffs. Traditional Liner, Glide Ice™ face cloth quilted to DWR treated 2.3 oz NOMEX®/Kevlar® spunlace & DWR treated 1.5 oz AraFlo®, CROSSTECH® BLACK (Type 2F) PTFE/Nomex® Pajama Check laminated membrane.

A.3.d **MOISTURE BARRIER/THERMAL LINER ATTACHMENT**

Completely Removable: The moisture barrier/thermal liner shall be completely detachable from the outer shell for ease of cleaning by using snaps and hook and loop. Nine evenly spaced snaps shall secure the liner to the integral waistband; Two snaps shall be set in leather leg tabs at each leg end.

A.3.e **PANT LINER INSPECTION SYSTEM**

There shall be an opening located on the pant liner system to the right side of the waist separating the thermal barrier and moisture barrier, approximately 10" in length. This opening will provide the ability to completely invert the pant liner to properly view the integrity of the entire liner system. There shall be a piece of 1" x 3" FR loop sewn to the moisture barrier 3" over from beginning of opening and a corresponding piece of 1" x 3" FR hook sewn to the inside

of the outer shell to ensure proper alignment when installing the liner system into the outer shell. This Liner Inspection System is completely hidden when the liner is properly installed into the outer shell.

A.3.f **PLO205R PARTICULATE BLOCKING ELASTIC CUFF**

1" Elastic sewn to thermal liner on batting side of thermal liner 2" up from bottom. "pant liner inseam must be cut 1" longer when adding this option."

A.3.g **PLO216 PARTICULATE BLOCKING CALF GUARD**

6x4.5" Iso-Dri calflet with Nano inside sewn to thermal liner 8.25" up from the bottom of the leg opening. - V-Fit - Smoke Resistant Turnout.

A.3.h **STORM FLY/CLOSURE**

Sewn on pant FLY with PJ CROSSTECH®, closure thermoplastic zipper inside with 1.5" hook & loop, thermoplastic zipper - pull side underneath moisture barrier for liner attachment.

A.3.i **THERMAL FLY ASSEMBLY**

Thermoplastic zippers sewn vertically to thermal liner fly area. Pin side set on left, pull side set on right.

A.3.j **WAISTBAND**

The waist of the pants shall be reinforced on the inside with 1-ply of outer shell fabric material not less than 1.5" in width. The pant waist shall be contour shaped for better comfort and hemmed to provide strength with the independent waistband, which shall then be double stitched to the outer shell.

Four 2" wide self-material suspender tabs with 1.75x3" leather reinforcement shall be attached to waist with two on the front and two on the back. Each tab shall have two male and two female logo snaps. Each tab shall be reinforced with two bartacks on each tab.

Three belt loops of two-layers of self-fabric, 4" wide by 3 1/2" high shall be double stitched to pant shell and bartacked at all four corners. One loop at center back and one loop on each side.

A.3.k **RADIAL INSEAM BAND**

A radial banded insert runs continuously from the top of knee on one leg, through the crotch area to the top of the opposite knee. The elimination of crotch seams reduces tension in the crotch area to give added comfort and helps to alleviate stress to extend the useful life of the gear. Also, there is an added insert piece in the design to help ensure that when the firefighter is kneeling or bending the leg of the garment bends in alignment with the leg so that the knee of the firefighter centers on the knee pad of the pants. It also helps to eliminate rubbing of the inseams of each leg against each other when the firefighter is working so that the risk of abrasion of the seams is minimized.

A.3.l **V-FIT™ KNEE**

The knee shall have an insert throughout all layers that shall provide a natural bend in the leg. This knee shall include cut outs, shaped pieces, and darts to create free movement with few restrictions. The insert shall consist of black polymer coated aramid for abrasion resistance and thermal protection. For added thermal protection, an additional layer of uninterrupted 1/8” thick, fire retardant closed-cell foam shall be positioned between the moisture barrier and thermal liner.

A.3.m **KNEE PADDING**

In addition to reinforcement, knees shall be padded using two layers of uninterrupted 1/8" thick, fire-retardant water-resistant foam. One layer of the padding material shall be oriented between the outer shell and knee insert reinforcement and one layer shall be on the liner.

A.3.n **CUFFS**

The cuff area of the pant shall be reinforced with a binding of black polymer coated aramid not less than 2" in total width for greater strength, abrasion resistance, and thermal protection. In addition, a 3" x 3 ½" piece of reinforcement

material shall be sewn on the inseam area of the pant leg above the pant cuff and below the pant trim, in order to provide extra abrasion protection. The material used on the kick shield shall match the material used on the pants cuffs.

A.3.o **PANT POCKET**

One- 9" wide x 10" deep outside full bellows pockets that expand by means of side and bottom gussets to a thickness of 2" in front and back. Pockets shall be fully lined with KEVLAR® twill on all 4 sides inside pocket & poly coated aramid 4" up outside on pocket. Pocket and flap shall be set with stitch 301, seam Ssb-2 with the top and bottom pocket corners and top corners of flap reinforced with bar tacks for additional strength. Drainage of moisture to be provided by brass eyelets. Pocket flaps shall be 10" x 5". A hook and loop fastener closure system shall be set with 2" x 9" loop fastener horizontally on the pocket and three pieces of 1" x 3" hook fastener vertically on the underside of the flap. Located on the Left Thigh.

One- 9" wide x 10" high, deep outside full bellows pockets that expand by means of side and bottom gussets to a thickness of 2" in front and back. Pocket shall be reinforced with poly-coated aramid up 4" on outside of pocket. Pockets shall be fully lined with KEVLAR® twill on all 4 sides inside of pocket, two layers of KEVLAR® lined self-fabric on shell inside pocket. First layer 6.5" high, second layer 4.5" high. Both layers stitched in 3" increments to create six tool compartments. Pocket and flap shall be set with stitch 301, seam Ssb-2 with the top and bottom pocket corners and top corners of flap reinforced with bar tacks for additional strength. Drainage of moisture to be provided by brass eyelets.

Pocket flaps shall be 5" x 10" A hook and loop fastener closure system shall be set with 2" x 9" loop fastener horizontally on the pocket and three pieces of 1.5" x 3" hook fastener vertically on the underside of the flap. Located on the Right Thigh.

6x7" Pant patch pocket with 1x2" loop on pocket and 1x2" hook on flap. Located on Right Hip.

A.3.p **MIC TAB**

1x3" triple layer self-fabric mic tab bartacked each end. Place on rear belt loop- vertical.

A.3.q **BOOT CUT**

The back portion of the cuff will gradually curve upward from each side seam to a maximum of 2" at the center back of the pant leg to prevent wear on the back of the cuff.

A.3.r **SUSPENDERS**

V-Back Quick Adjust, Stretch Padded Suspenders, Red with 2" metal loops in front and back, red with padding.

A.3.s **HARNESS STRAP**

Gemtor rescue harness strap will be sewn onto the pants to allow harness to be used. The harness strap will be optional and will be an additional cost.

A.4 HARNESS (OPTIONAL ADD-ON)

Apache Cobra NFPA Class II Harness.

A.5 INVENTORY AUDITS & CONTINUED PROGRAM MANAGEMENT:

Throughout the lifecycle of this MPO, the vendor must perform inventory management and tracking of all turnout gear. Upon contract execution within 90 calendar days, the vendor must conduct a full inventory audit of all existing turnout gear for the Denver Fire Department (DFD). The information gathered from the audit shall inform the purchasing schedule for the next 5 years. If any gaps are identified by DFD in the ongoing inventory management of the PPE program, DFD may request an audit of all gear that shall be completed by the vendor within 90 calendar days of written notice.

The vendor must utilize a non-proprietary digital tracking and records solution to streamline documentation and accurately manage all requirements in accordance with NFPA standards. This solution must be accessible to the Cleaning and Repair Independent Service Provider (ISP) of the City's choice. If it is not available for their record input the contractor is responsible for ensuring all data from the ISP is uploaded into the inventory management system. Service expectations are that using the inventory management solution, the vendor will be able to highlight and indicate key needs for replacements, sizes and spares, pinpoint reoccurring maintenance hot spots, cleaning, and retirement of gear. The vendor shall work with the quartermaster and provide a quarterly report out with the ISP. The vendor shall include DFD Finance in all report outs for budgetary planning purposes. The vendor's foremost priority is to ensure that DFD always stays in compliance with NFPA 1851 standards.

The core requirements of the inventory management for DFD are:

- Creation and management of individual personnel profiles via "Member Roster"
- Managing access for ISP cleaning and repair facilities or managing input of their data
- Maintain all equipment inspection, cleaning, and repair logs
- Manage the company equipment assigned to each company member
- Search for specific equipment details based on serial or traceability numbers
- Import asset details if they were purchased from Globe
- Download reports
- Export data to Excel for further manipulation or to file for recordkeeping purposes

The DFD shall always have access to all inventory records and data during the contract. 60 days prior to completion of contract relationship the vendor must relinquish all records to the DFD and provide a debrief of records to the quartermaster and if necessary DFD command staff.

A.6 ESTIMATED QUANTITIES:
Quantities listed are the City and County of Denver's best estimate and do not obligate the Buyer to order or accept more than City and County of Denver's actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement of the materials specified in this proposal for the contract period.

A.7 BRAND NAMES
Where a manufacturer's brand name of merchandise is given in this IFB, it does not mean to construe or imply an endorsement by the City and County of Denver of this brand only, but is used as a norm of quality, type, etc.

A.8 TEMPORARY SUBSTITUTIONS OF SPECIFIED MATERIALS:
No substitutions shall be made regarding material components once final selection of products is made contractually specified and binding. If any specified materials are unavailable due to force majeure the vendor shall notify DFD to determine course of action and reasonable remedy for order fulfillment in writing on company letterhead.

Any recommended changes in product specifications must be presented to DFD for approval prior to manufacturing of the garment and reserves the right to either accept proposed substitute product or to extend schedule of delivery to accommodate vendor's hardship. All material substitutes materially approved by DFD are on a case-by-case basis and only applicable for that sole purchase. Vendor shall not take a singular event of approval and constitute it as an incorporated allowable change to the contracted material specifications. For any approved substituted product must carry the warranty and conditions of purchase of the contractually specified product- regardless of different manufacturer warranty. Additionally, vendor must record the deviation, track it via the serial number for any material performance aberrations or warranty concerns.

Any substitution of product that is permanent is subject to written approval by the DFD Quartermaster and amendment of the contract by the Purchasing Division.

The City reserves the right to request samples for testing prior to approving any substitutions or modifications of turnout gear components.

A.9 GARMENT TESTING:
In the event materials shipped to the City as outlined herein indicate substandard specifications in a qualitative or quantitative manner, the City reserves the right to have a laboratory test made. If material is found to be deficient, the vendor shall be required to pay all costs of testing. If found to meet specifications, the City shall pay all costs.

A.10 MANUFACTURER SITE VISITS/INSPECTIONS:
The DFD's current Quartermaster and any other previous Quartermaster reserves the right to visit the vendor's US based facility where the City's turnout gear is assembled, in order to ensure that all turnout gear requirements are being adhered to. This site inspection also serves as an educational training for DFD Quartermasters. These site inspections can take place at any time during the lifecycle of this contract and must be provided at the expense of the manufacturer.

A.11 F.O.B. POINT:
All prices quoted must be quoted at a firm price F.O.B. Denver, Colorado, delivered to The Quartermaster headquarters at 5440 Roslyn St. Denver Building B, Denver, CO 80216 and/or to Denver International Airport – DFD Station #35 at 25365 E 75th Ave, Denver, CO 80249.

A.12 DELIVERY CONSIDERATIONS:
Deliveries are to be made as soon as possible after orders are placed and. Delivery Timeframes serve as the maximum allowed timeframe for order processing and delivery as such deliveries are to be made as soon as possible after orders are placed. DFD encourages Vendors to always provide orders under the maximum amount of time indicated. Proposing products not carried in stock as a policy for immediate delivery should not submit proposal on such items.

For Turnout Coat and Pant, the City's current standards are:

- 14 business days for an onsite measuring appointment
- 90 business days for the delivery of replacement ensembles
- 60 business days for the delivery of larger orders for Academy requirements

Failure to deliver by the required delivery timeframes may be cause for the City and Denver Fire Department to exercise the Service Credits.

If the vendor fails to deliver the supplies or perform the services within the time specified in his/her contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the vendor shall pay to the City as fixed, agreed service credits for each calendar day of delay, the amount of $25.00/ per Ensemble per business day, not to exceed the cost of the ensemble, and $1/per Item per business day for all other items, deducted from the anticipated invoice or any outstanding invoices The City may terminate this contract in whole or in part as provided in the "Default" provision. In that event, the vendor shall be liable for such service credits accruing until such time as the City may reasonably obtain delivery or performance of similar supplies and services. The vendor shall not be charged with service credits when the delay arises out of causes beyond the control and without the fault or negligence of the vendor. The Vendor is required to communicate any delay prior to delivery date to mitigate potential for service credits to be assessed.

A.13 CUSTOMER SERVICE:
It is a material requirement of the vendor to provide seamless vendor support to the DFD, specifically the Quartermaster. To achieve the seamless service and support, the vendor shall provide a dedicated account management team that consists of, at minimum, two specific customer service representatives. One representative (Account Manager) shall function in the capacity of a manager or executive to oversee the account and handle all disputes and problems, and the other representative (Customer Service Representative) shall function as the person to receive/process all orders, inquiries, track the overall account, backorders, payments, etc.

These persons shall be available to meet, locally OR via conference call, prior to contract commencement and on a quarterly basis (or as requested). All costs associated with providing the necessary customer service and support shall be the responsibility of the successful vendor. These persons must respond to all inquiries within eight (8) working hours.

A.14 EMERGENCY PURCHASES:
The City and County of Denver reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the vendor.

A.15 PALLET CHARGE:
All pallets supplied shall be non-returnable, no deposit. Vendor shall provide lift gate for any pallet deliveries that require it.

A.16 PATENTS:
Vendor agrees to defend the City and County of Denver at vendor's own expense, in all suits, actions or proceedings in which the City and County of Denver is made a defendant for actual or alleged infringement of any United States of America or foreign letters patent resulting from the City and County of Denver's use of the goods purchased as a result of this Invitation for Proposal. Vendor further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding against the City and County of Denver.

Vendor agrees to indemnify and hold harmless the City and County of Denver from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of the City and County of Denver's purchase and use of goods supplied by the seller.

It is expressly agreed by vendor that these covenants are irrevocable and perpetual.

A.17 PRICING
All pricing will be firm and fixed for the initial year of this contract. Vendor may request a pricing increase for the renewal at least 90 days before current term ends. It is the vendor's responsibility to request any pricing increases under this provision. For any increase request, vendor will send the request, along with justification and proof of vendor's increase of price to the Procurement Analyst ninety days (90) before contract renewal. The City has the right to accept, refuse, or negotiate any proposed price increase.

Price is based 35% off Lion's list price.

Item #	Description	Price
1	Lion Rainer V-Force Coat per Denver Fire Department's Specifications	$2,045.00
2	Optional Add-On Mic Tab for Coat	$6.40
3	Optional Dee Ring for Coat	$12.50
4	Lion Rainer V-Force Pants per Denver Fire Department's Specification	$1541.00
5	Optional Gemtor rescue harness straps for pants	$66.75
6	Optional Add-On Fire Innovations Apache Cobra NFPA Class II Harness, size 28-42 waist	$396.10
6	Optional Add-On Fire Innovations Apache Cobra NFPA Class II Harness, size 43-54 waist	$405.60
7	Optional Add-On Fire Innovations Apache Cobra NFPA Class II Harness, size 55-66 waist	$414.15