

## **REQUEST FOR BIDS (RFB) FIREFIGHTING TURNOUT GEAR**

### **Opening Statement**

The City of Minnetonka is requesting bids for the purchase or lease of structural firefighting protective clothing (“Turnout Gear”) to be provided by an approved manufacturing entity to the cities of Eden Prairie and Minnetonka, with the potential of Bloomington, Brooklyn Park, Excelsior, Hopkins, Saint Louis Park, and others that may participate in the joint powers agreement with these cities (collectively “JPA Departments” or “JPA”; individually, each member city may be known as “JPA Department” or “Department”).

**QUANTITY:** The JPA Departments are looking to purchase or lease approximately 250 sets of Turnout Gear within the next year.

### **Scope**

The proposed Turnout Gear manufacturing entity must be a recognized manufacturer of protective clothing meeting all applicable requirements for structural firefighting, hazardous materials response, and technical rescue response including confined spaces. These include the requirements of the National Fire Protection Association (NFPA), National Institute for Occupational Safety and Health (NIOSH), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).

All garments produced must meet or exceed the criteria set forth in the current edition of NFPA 1971 “PROTECTIVE CLOTHING FOR STRUCTURAL FIRE FIGHTING” and Occupational Safety and Health Administration (OSHA) CFR 1910, Subpart L, OSHA 29 CFR Part 1910.1030.

All components and composites used in the construction of garments must be third party tested, certified and listed for compliance to NFPA 1971. The label of the third party tester must denote certification.

In the absence of specifications on particular points, industry standard practices must be met. Workmanship, quality, and materials must be of the highest standard throughout. Any exceptions to the RFB requirements must be clearly documented in writing and submitted at the time of submission of the RFB. RFBs submitted must include unit price and totals for each item listed to allow for adjustment in the total items to meet each Department’s needs and budget.

The successful bidder must provide operating and basic care instruction to each of the JPA Departments’ participating firefighters/responders. The Turnout Gear equipment training must be provided during scheduled training for each participating department and at each department’s designated training facilities. The Turnout Gear equipment training curriculum must meet the requirements of NFPA 1500, OSHA 29 CFR 1910.156, 29 CFR 1910.120, 29 CFR 1910.134 and all other applicable standards.

The bid price at a minimum must include the following:

Supply of compliant Turnout Gear plus all component parts required in this RFB, and other specified equipment to each JPA Department at a level to meet each of their requests for a period of five years.

### **Project Tasks**

The JPA Departments require that prospective Turn Out Gear providers meet the following criteria:

1. Provide Turnout Gear that meets all applicable requirements including NFPA 1971, latest edition and that are manufactured in the United States.
2. Provide quality Turnout Gear education to each of the JPA department's users, at times and facilities designated by each JPA department.
3. Provide a Turnout Gear equipment training curriculum that follows all applicable NFPA and OSHA standards for training. Training materials must be provided as a resource for each user and each department to include in their respiratory protection program.
4. Provide a Turnout Gear equipment training provider that is employed by, affiliated with, or on contract with the protective equipment manufacturer as a result of a successful bid and that is approved by the JPA Departments. This includes initial and ongoing training for all levels of the program.
5. Provide a complete Turnout Gear leasing program for a period of five years to include:
  - a. The manufacturer of the Turnout Gear equipment being proposed must certify in writing at the time of the bid opening that the bidder will provide the JPA Departments upon request with one sample of each quoted component and will provide written documentation of the performance requirements listed in this RFB.
  - b. The manufacturer must provide third party certification documentation showing that the Turnout Gear equipment bid meet all applicable standards. All certifications must be performed by a certification organization that meets at least the requirements stated in NFPA 1971, latest edition.
  - c. Each Turnout Gear equipment must have a product label, and the certification organization's label, symbol, or identifying mark, must be attached to the product label or be part of the product label.
  - d. Performance documentation must be provided with each Turnout Gear set delivered to the JPA documenting that the Turnout Gear meets or exceeds all airflow test requirements specified.

- e. The manufacturer must also provide a proposed up-grade plan for future changes to NFPA standards. The Turnout Gear bid must meet or exceed the current Chemical, Biological, Radiological, and Nuclear (CBRN) requirements for chemical agent break through.
- f. The manufacturer must supply at a minimum their standard warranty for all equipment and components bid. The warranty offered will be a consideration in bid award.
- g. The manufacturer must deliver, unpack, assemble (as necessary), and assign to an individual the Turnout Gear.
- h. All expenses for equipment delivery must be paid by the manufacturer.
- i. Any discrepancy between unit and total prices will be governed by unit price as quoted on the original bid.
- j. In case of default by the contractor, the right is reserved by the JPA to procure the materials or supplies from other sources and charge any additional costs incurred on account of the default cost to the contractor at default.
- k. Samples of items, must be furnished free of charge. Any return of samples will be returned Collect with any insurance needed added into the postage collect.

**SCOPE:** 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.

**COMPOSITE PERFORMANCE:** The garment composite, consisting of the outer shell, moisture barrier and thermal liner, must provide a Thermal Protective Performance (TPP) of not less than 35 when tested in accordance with NFPA 1971 standard.

The garment composite, consisting of the outer shell, moisture barrier and thermal liner, must provide a Total Heat Loss (THL) of not less than 205 when tested in accordance with NFPA 1971 standard.

The Heat Transfer Index rating must be 25 seconds for the shoulder when measured at 2 psi (pounds per square inch) and 25 seconds for the knee when measured at 8 psi.

**OUTER SHELL MATERIAL:**

+/- 7.25 oz./sq. yd. 40% PBI®/60% KEVLAR® highly constructed ripstop weave with extremely durable FPE water resistant Teflon® FPE alloy reinforced with a matrix of 600 denier filament KEVLAR® cables or better. Color must be natural. **PBI® MATRIX**

**MOISTURE BARRIER MATERIAL:**

NOMEX substrate laminated to a lightweight breathable, CROSSTECH® (Type 2C) or better.

**THERMAL LINER MATERIAL:**

The thermal liner must be an E-89 Dri & AraFlo quilted to a lubric face cloth or better.

**STRESS POINTS:** All outer shell stress points, including top and bottom pocket corners, pocket flap corners, top and bottom of storm flap/fly must be reinforced.

**REFLECTIVE TRIM:** All trim must be sewn for most secure trim attachment.

All trim must be: 3" Scotchlite™ (two tone) of lime/yellow

Coat trim must be applied as follows:

**New York Pattern or Project Fire Pattern:**

**SIZES:** Each Firefighter must be measured and custom fit.

**LABELING:** Each garment must have a garment label(s) permanently and conspicuously attached.

**TRACKING LABEL SYSTEM:** There must be a two dimensional bar code label permanently affixed to each garment for tracking purposes. The bar code must contain a minimum of the following information:

- A. unique serial number
- B. item description (brand, model, material color)
- C. lot information (date of mfg., size, etc.)
- D. material description
- E. the standard to which the garment is compliant

## **COAT**

**COAT CONSTRUCTION:** The coat is designed for optimum comfort and mobility.

**MOISTURE BARRIER/THERMAL LINER CONSTRUCTION:** Design must be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion.

The liner must have one internal pocket. The liner pocket must be located on the left side of coat liner.

**Quilt Thermal Liner Construction:** All moisture barrier seams must be sealed as required by NFPA 1971.

### **MOISTURE BARRIER/THERMAL LINER ATTACHMENT:**

**Completely Removable:** The moisture barrier/thermal liner must be completely detachable from the outer shell for ease of cleaning.

### **COLLAR:**

The collar must be contoured and must completely cover the neck and throat area when in the raised position. Raised height must be approximately three inches with a contoured overlap at the front of the coat. Collar closure must be provided by FR hook and loop. ..

When examined prior to donning, the turned up collar must completely wrap around the front of the neck opening such that left and right collars touch or overlap to maximize facial protection.

**DRAG RESCUE DEVICE (DRD):** Must be included.

**HANGER LOOP:** Must be included

**THERMAL REINFORCED YOKE:** all high compression areas must be re enforced.

**SHOULDER CAPS:** A 4" wide area at the top of the shoulders extending 6" from the collar seam must be capped with gold polymer coated water resistant material for abrasion resistance and thermal protection.

**SLEEVE WELL/WRISTLET MOUNTING:** The sleeve well must prevent water and hazardous materials from entering the sleeve when arms are in a raised position. There must be no way possible for material or water to enter through the sleeve well area.

**WRISTLETS:** An internal wristlet must consist of a 2-ply knit of 48% NOMEX®/48% KEVLAR® and 4% Spandex for superior recovery. Wristlet must not be less than 8" and must extend completely over the palm of the hand. Wristlets must be capable of integrating with gauntlet-style multi-purpose firefighting/rescue gloves. Wristlets must be double stitched and bound to the moisture barrier/thermal liner providing extended thermal and slash protection.

**CUFFS:** The extended cuff of the sleeve must be reinforced with a binding of gold polymer coated water resistant material not less than 3" in total width for abrasion resistance and thermal protection.

**THERMAL FRONT PANEL CONSTRUCTION:** There must 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 must incorporate outer shell fabric extending from collar to hem.

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

**STORM FLAP:** A storm flap measuring not less than 2.5" wide, nor less than 22" in length must be set on the outside of the right side of the coat opening for maximum thermal protection and clear drainage. The inner lining of the storm flap must be Gore RT7100™ PTFE or equivalent moisture barrier, meeting all requirements for moisture barriers sandwiched between two layers of outer shell fabric.

**FRONT/STORM FLAP CLOSURES:** The front closure of the coat must a zipper. The storm flap closure must consist of 1" wide FR hook and loop attachment, with FR hook fastener sewn on the left front of the

coat, and corresponding FR loop fastener sewn on the inner side of the outer storm flap. The hook and loop closure must extend the full length of the outer storm flap, eliminating all exposed frontal hardware.

**MICROPHONE TAB:** There must be two. One to be located above the radio pocket; and one to be on the opposite chest, just above the chest trim, centered above the flashlight strap.

**SELF FABRIC FLASHLITE STRAP:** A reverse clip on a patch with a 1" wide Velcro-closure strap beneath must be provided on the right side for securing a variety of flashlights.

**RADIO POCKET:** One, 3.5" wide x 8" deep full bellows radio pocket on the left side close to centerline, that expand by means of side and front gussets to a thickness of 2" in front and back and is capable of holding a Johnson portable radio or a Motorola XTS2500 radio

A brass eyelet must provide drainage of moisture.

A pocket flap must completely cover the pocket and have hook and loop closure.

Pocket must be fully reinforced on the inside

**HANDWARMER POCKET:** Two 9" wide x 9" minimum deep semi-bellow and hand warmer pocket combination that expands by means of side and bottom gussets to a thickness of 2" in back only and 0" in front. The pocket must be set at the bottom of the coat hem and reflective trim must be set on each pocket.

There must be a 6" opening on the rear side of the bellow of the pocket

Pocket must be lined inside with a fleece type material.

Drainage of moisture to be provided by brass eyelets.

A hook and loop closure system must be set with two pieces of 1.5" x 3" loop fastener set horizontally on the outside edge of the pocket opening with corresponding 1.5" x 3" hook fastener set vertically on the underside of the flap.

**LETTERING:** There must be 3" minimum lime yellow Scotchlite letters sewn-on to a panel and then attached to the coat. Lettering must be up to six characters and must be located 1" above chest trim on the back of the coat. The firefighter's last name must be sewn on a panel and attached just above the bottom hem on each coat on the back of coat.

## **PANT**

**PANT CONSTRUCTION:** The pant must have a low rise waist with a 2 inch KEVLAR® belt. The belt must be capable of holding the pants up without use of suspenders. As an option, please bid a built-in ladder belt and 14" tether, certified to NFPA 1983 latest edition.

**MOISTURE BARRIER/THERMAL LINER CONSTRUCTION:** Design must be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion. The bottom nine inches of each thermal leg must be constructed a water resistive material, to avoid wicking of water. For added thermal protection to the knee, an additional layer of protection must be added.

**Quilt Thermal Liner Construction:** The CROSSTECH®/NOMEX® moisture barrier must be sewn to the thermal liner at its perimeter. All moisture barrier seams must be sealed as required by NFPA 1971.

**MOISTURE BARRIER/THERMAL LINER ATTACHMENT: Completely Removable:** The moisture barrier/thermal liner must be completely detachable from the outer shell for ease of cleaning.

**STORM FLY/CLOSURE:** The outer shell must have a sewn on overlapping fly front, running the full length of the fly on the left side.

Pant closure must be provided by a zipper. The storm fly must be held closed along its length by means of a hook and loop fastener closure 1.5" minimum width, along the leading edge for a distance of not less than 6" from the bottom of the fly closure to the waist area for proper alignment and secure closure. Additionally, one snap must be positioned at the inside top of the fly.

**KNEE REINFORCEMENTS:** The knee reinforcement must consist of gold polymer coated water resistant material for abrasion resistance and thermal protection. Leather must not be used in the knee area of the pants.

**KNEE PADDING:** In addition to reinforcement, knees must be double padded. The reinforcement material must be oriented between the outer shell and knee insert reinforcement.

**PANT LEG BOOT CUT:** The cuff area of the pant must be reinforced with a binding of gold polymer coated water resistant material not less than 2" in total width for greater strength, abrasion resistance, and thermal protection. The back portion of the cuff will gradually curve upward from each side of the pant leg to prevent wear on the back of the cuff.

**FULL BELLOWS POCKET:** One 8" wide x 8" minimum deep outside full bellows pocket that expand by means of side and bottom gussets to a thickness of 2" in front and back, must be located on the left thigh.

Pockets must be fully lined three sides with KEVLAR® twill. The back of the pocket must be similarly reinforced to a height of 3". Outside and bottom of the bellow pocket must be reinforced with a polymer coated water resistant material for abrasion resistance to a height of 3".

Drainage of moisture to be provided by brass eyelets.

Pocket flaps completely cover pockets and have hook and loop closure.

**SPLIT BELLOWS POCKET:** One 8" wide x 8" minimum deep outside full bellows pocket that expand by means of side and bottom gussets to a thickness of 2" in front and back. Pocket must be split 4" in front and 4" in back inside pocket with a KEVLAR® twill divider, must be located on the right thigh.

Pockets must be fully lined with KEVLAR® twill. The back of the pocket (coat front or pant leg) must be similarly reinforced to height of 3". Outside and bottom of the bellow pocket must be reinforced with a polymer coated water resistant material for abrasion resistance to a height of 3".

Drainage of moisture to be provided by brass eyelets.

Pocket flap completely cover pockets and have hook and loop closure.

#### **SUSPENDERS:**

The suspenders provided must be of the highest quality, padded in the shoulder areas, and be of an adjustable design. Suspenders must provide maximum comfort to the user and come in a variety of sizes to fit each user.

#### **ALTERNATIVE FABRICS / CONSTRUCTION**

Vendors are encouraged to offer alternative fabric / construction solutions and their price variables.

#### **LIFETIME WARRANTY**

All products must be warranted against defects in materials and workmanship five (5) years following delivery and acceptance. .

#### **Project Schedule**

The proposed complete Turnout Gear purchase/leasing program, in cooperation with the JPA departments, must be operational by DATE TBA.

Last day for questions will be: DATE TBA (Pre-Bid Meeting)

**Bid Due Date and Location**

RFB Response Submittal – Sealed bids must be submitted with the title of RFB – Turnout Gear on front of the envelope. Four (4) copies of the bid must be submitted to:

Chief Joseph A. Wallin  
City of Minnetonka Fire Department  
14550 Minnetonka Boulevard  
Minnetonka, MN 55345

No later than DATE TBA at 1:00 PM (Proposal and Bid Opening). Bids must be received by 1:00 PM local time on the due date.

**JPA Department Contact**

Prospective bidders may only direct questions in writing, via email is preferred, to James Flanders, Assistant Fire Chief at:

Minnetonka Fire Department  
14550 Minnetonka Boulevard  
Minnetonka, MN 55345  
[jflanders@minnetonka.com](mailto:jflanders@minnetonka.com)

All questions will be answered in writing and sent to all known prospective bidders. The JPA Department contact cannot vary the terms of the RFB.

**Bid Format and Submittals**

To allow for easier comparisons of bids during evaluation, the specific format and content must be as follows:

- A. Scope of Program-Describe how program will be provided. Include a detailed listing and description of tasks and deliverables.
- B. Experience and Capacity-Describe background and experience demonstrating ability to provide required program. Indicate if company expansion is required to provide the program.
- C. References-List references from contracts similar in size and scope.
- D. Personnel Listing-Show involved individuals with resumes and specific applicable experience. Subcontractors should also be listed.
- E. Financial-Provide a recent annual report upon request.

## Evaluation Criteria

Each bid will be evaluated using the following criteria, not in ranked order:

- Experience of bidder in providing the specified equipment
- Ability of bidder to provide the materials specified in the RFB.
- The bidder's research, development, and plan for staying "state of the art" in providing the materials specified.
- The extent to which the bid meets the RFB requirements and the JPA needs.
- Cost of the bid, both overall cost for the year indicated in the bid form and unit cost.
- Ability of bidder to work with the JPA in providing the program.
- Ability of bidder to provide parts and upgrades/updates over the course of the seven year lease agreement.

## Request for Bid General Requirements

The General Requirements are terms and conditions that the JPA Departments expect all of its Contractors to meet. By bidding the bidder agrees to be bound by these requirements unless otherwise noted in the bid.

### 1 JPA Department's Rights

The JPA Departments reserve the right to reject any or all bids or parts of bids, to accept part or all of bids on the basis of the evaluation criteria in order to create a project of lesser or greater expense than described in this Request for Bid, or the bidder's bid based on the component prices submitted.

### 2 Interest of Members of JPA Departments

The Contractor agrees that no member of the governing body, officer, employee or agent of the JPA Departments may have any interest, financial or otherwise, direct or indirect, in the Contract.

### 3 Equal Opportunity Statement

Contractor agrees to comply with the provisions of all applicable federal, state and local statutes, ordinances and regulations pertaining to civil rights and nondiscrimination including Minnesota Statutes, Section 181.59 and Chapter 363A.

### 4 Non-Discrimination

The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, national origin, affection preference, disability, age, marital status or status with regard to public assistance. Such prohibition against discrimination includes the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

### 5 Insurance

- A. General Liability. Prior to starting the Project, Contractor must procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by Contractor or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable. Such insurance must include, but not be



- f. Additional Insured Endorsement(s), naming the “JPA Departments” as an Additional Insured, on ISO form CG 20 10 07 04 or such other endorsement form as is approved by the JPA Department.
  - g. Severability of Insureds provision.
- D. Contractor must maintain in effect all insurance coverages required under this Paragraph at Contractor’s sole expense and with insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless specifically accepted by JPA Department in writing. In addition to the requirements stated above, the following applies to the insurance policies required under this Paragraph:
- a. All policies, must be written on an “occurrence” form (“claims made” and “modified occurrence” forms are not acceptable);
  - b. All policies must be apply on a “per project” basis;
  - c. All policies, except the and Worker’s Compensation Policies, must contain a waiver of subrogation naming JPA Departments;
  - d. All policies, except the Worker’s Compensation Policies, must name JPA Departments as an additional insured;
  - e. All policies, except the Worker’s Compensation Policies, must insure the defense and indemnity obligations assumed by Contractor under this Agreement; and
  - f. All polices must contain a provision that coverages afforded there under must not be canceled or non-renewed, nor may coverage limits be reduced by endorsement, without thirty (30) days prior written notice to the JPA Department.

**A copy of the Contractor’s Certificate of Insurance which evidences the compliance with this Paragraph must be filed with JPA Department prior to the start of Contractor’s Work.** Upon request a copy of the Contractor’s insurance declaration page, Rider and/or Endorsement, as applicable must be provided. Such documents evidencing Insurance must be in a form acceptable to JPA Department and must provide satisfactory evidence that Contractor has complied with all insurance requirements. Renewal certificates must be provided to JPA Department prior to the expiration date of any of the required policies. JPA Department will not be obligated, however, to review such Certificate of Insurance, declaration page, Rider, Endorsement or certificates or other evidence of insurance, or to advise Contractor of any deficiencies in such documents and receipt thereof will not relieve Contractor from, nor be deemed a waiver of, JPA Department’s right to enforce the terms of Contractor’s obligations hereunder. JPA Department reserves the right to examine any policy provided for under this paragraph.

- E. Effect of Contractor’s Failure to Provide Insurance. If Contractor fails to provide the specified insurance, then Contractor will defend, indemnify and hold harmless the JPA

Department, the JPA Department's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to the JPA Department (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of Contractor, its subcontractors, agents, employees or delegates. Contractor agrees that this indemnity must be construed and applied in favor of indemnification. Contractor also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

If a claim arises within the scope of the stated indemnity, the JPA Department may require Contractor to:

- a. Furnish and pay for a surety bond, satisfactory to the JPA Department, guaranteeing performance of the indemnity obligation; or
- b. Furnish a written acceptance of tender of defense and indemnity from Contractor's insurance company.

Contractor will take the action required by the JPA Department within fifteen (15) days of receiving notice from the JPA Department.

## 6 Transfer of Interest

The Contractor must not assign any interest in the Contracts, and must not transfer any interest in the same either by assignment or novation without the prior written approval of each JPA Department, provided, however, that claims for money due or to income due to the Contractor may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy without such approval. Notice to any such assignment or transfer must be furnished to each JPA Department. The Contractor must not subcontract any services under the Contract without prior approval of the JPA Department Contract Manager designated in the Contract.

## 7 Compliance Requirements

All Contractors hired by the JPA Departments are required to abide by the regulations of the Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities. The Contractor will not discriminate against any employee or applicant for employment because of their disability and will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, discharge, compensation and fringe benefits, classification, referral and training. The ADA also requires Contractors associated with the JPA Departments to provide qualified applicants and employees with disabilities with reasonable accommodation that does not impose undue hardship. Contractors also agree to post in a conspicuous place, accessible to employees and applicants,

notices of their policy on non-discrimination. The above requirements also apply to the Minnesota Human Rights Act, Minn. Stat. C. 363.

In the event of the Contractor's noncompliance with the non-discrimination clauses of this Contract, the Contract may be canceled, terminated, or suspended, in whole or part, and the Contractor may be declared ineligible by the JPA Department from any further participation in future Contracts in addition to other remedies as provided by law.

8 General Compliance

The Contractor agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under the Contract.

9 Performance Monitoring

The JPA Department will monitor the performance of the Contractor against goals and performance standards required in this RFB. Substandard performance as determined by the JPA Department will constitute non-compliance with the Contract. If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time after being notified by the JPA Department, Contract termination procedures will be initiated. All work submitted by Contractor is subject to the approval and acceptance by the designated JPA Department Contract Manager. The Contract Manager will review each portion of the work when certified as complete and submitted by the Contractor and will inform the Contractor of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

10 Independent Contractor

Nothing contained in the Contract is intended to, or may be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor will at all times remain an independent Contractor with respect to the services to be performed under the Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under the Contract are considered employees or sub-Contractors of the Contractor only and not of the JPA Departments; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, will be the sole obligation and responsibility of Contractor.

11 Hold Harmless

The Contractor agrees to defend, indemnify and hold harmless the JPA Departments, their officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the Contractor, its employees, its agents, or employees of subcontractors, in the performance of the services provided by the Contract or by reason of the failure of the Contractor to fully perform, in any respect, any of its obligations under the Contract. If a Contractor is a self-insured agency of the State of Minnesota, the terms and conditions of Minnesota Statute 3.732 et seq. apply with respect to liability bonding, insurance and liability limits.

12 Accounting Standards

The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under the Contract.

### 13 Retention of Records

The Contractor must retain all records pertinent to expenditures incurred under the Contract for a period of six years after the resolution of all audit findings, with the exception that such records must be kept for a period of ten years after both the terms of a monitoring agreement have been fulfilled and all audit findings have been resolved for abatement programs. Records for non-expendable property acquired with funds under the Contract must be retained for six years after final disposition of such property.

### 14 Data Practices

The Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Contractor must immediately report to the Contract Manager for JPA Departments any requests from third parties for information relating to the Contract. The Contract Manager agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the JPA Departments, their officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws.

All Bids will be treated as non-public information until the Bids are opened for review by the JPA Departments. At that time, the names of the bidders and the dollar amounts specified become public data. All other data is private or non-public until each JPA Department has completed the selection process. At that time, the Bids and their contents become public data under the provisions of the Minnesota Government Data Practices Act, Minn. Stat. C. 13 and as such are open to public review.

### 15 Inspection of Records

All Contractor records with respect to any matters covered by the Contract must be made available to the JPA Departments or their designees at any time during normal business hours, as often as the JPA Departments deem reasonably necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

### 16 Applicable Law

The laws of the State of Minnesota govern all interpretations of the Contract, and the appropriate venue and jurisdiction for any litigation which may arise will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Contractor.

### 17 Conflict and Priority

In the event that a conflict is found between provisions in the Contract, the Contractor's Bid or the JPA Departments' Request for Bids, the provisions in the following rank order will take precedence: 1) Contract; 2) Bid; and last 3) Request for Bids.

### 18 Ownership of Materials

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, or other materials resulting from the Contract will become the property of the JPA Departments upon final approval of the final report or upon request by the JPA Departments at any time before then. The JPA Departments may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Contractor.

#### 19 Termination

The JPA Department may cancel the Contract for any reason without cause upon ninety (90) days written notice, except that if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of the Contract, the other party will have the right to terminate the Contract, if the default has not been cured after a ten working days written notice has been provided. If termination is without cause, the JPA Department must pay Contractor all compensation earned to the date of termination. If the termination is for breach of this Contract by Contractor, the JPA Department must pay Contractor all compensation earned prior to the date of termination minus any damages and costs incurred by the JPA Department as a result of the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor under this Contract will, at the option of the JPA Department, become the property of the JPA Department, and the Contractor will be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Notwithstanding the above, the Contractor is not relieved of liability to the JPA Department for damages sustained by the JPA Department as a result of any breach of the Contract by the Contractor. The JPA Department may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the JPA Department is determined. The rights or remedies provided for herein do not limit the JPA Department, in case of any default by the Contractor, from asserting any other right or remedy allowed by law, equity, or by statute.

*BID FORM*  
**REQUEST FOR BIDS (RFB)**  
**FIREFIGHTING TURNOUT GEAR**

**[Insert Officer's Title and Address]**

To Whom It May Concern:

The undersigned as bidder, hereby proposes and agrees to enter into a contract with members of the JPA Departments pursuant to the Request for Bids Firefighting Turnout Gear (RFB) all in accordance with the RFB prepared by or on behalf of the JPA and in strict accordance with the prices set forth below.

The contractor will not be entitled to any compensation on any item other than those listed on this proposal form.

(The remainder of this page is intentionally left blank)

**(Turn to the next page)**

**BID FORM CONTINUED**

NAME  
BIDDER: \_\_\_\_\_

**FOR TURN OUT GEAR DELIVERED IN CALENDAR YEAR 2010:**

<u>Item Description:</u>	<u>Unit Price for each set</u>
Turn Out Gear	\$ _____

\_\_\_\_\_  
(WRITE OUT BID FOR THE WORK IN WORDS)

**FOR TURN OUT GEAR DELVIERED IN CALENDAR YEAR 2011:**

<u>Item Description:</u>	<u>Unit Price for each set</u>
Turn Out Gear	\$ _____

\_\_\_\_\_  
(WRITE OUT BID FOR THE WORK IN WORDS)

**FOR TURN OUT GEAR DELVIERED IN CALENDAR YEAR 2012:**

<u>Item Description:</u>	<u>Unit Price for each set</u>
Turn Out Gear	\$ _____

\_\_\_\_\_  
(WRITE OUT BID FOR THE WORK IN WORDS)

**FOR TURN OUT GEAR DELIVERED IN CALENDAR YEAR 2013:**

<u>Item Description:</u>	<u>Unit Price for each set</u>
Turn Out Gear	\$ _____

\_\_\_\_\_  
(WRITE OUT BID FOR THE WORK IN WORDS)

**(Turn to the next page)**

NAME  
BIDDER: \_\_\_\_\_

**FOR TURN OUT GEAR DELIVERED IN CALENDAR YEAR 2014:**

<b><u>Item Description:</u></b>	<b><u>Unit Price for each set</u></b>
Turn Out Gear	\$ _____

\_\_\_\_\_  
(WRITE OUT BID FOR THE WORK IN WORDS)

**[TURN TO NEXT PAGE]**

**FOR TURN OUT GEAR DELIVERED IN CALENDAR YEAR 2015:**

<b><u>Item Description:</u></b>	<b><u>Unit Price for each set</u></b>
Turn Out Gear	\$ _____

\_\_\_\_\_  
(WRITE OUT BID FOR THE WORK IN WORDS)

The bidder is a (sole proprietorship) a (partnership) a (corporation) an (LLC) or  
(\_\_\_\_\_ {other}). The state of incorporation, organization or formation is  
\_\_\_\_\_.

\_\_\_\_\_  
(Name of Bidder)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

# **THIRD AMENDED AND RESTATED JOINT & COOPERATIVE AGREEMENT FOR PUBLIC SAFETY PURCHASING**

## **1. Purpose**

This Agreement is made pursuant to Minnesota Statutes 471.59 which authorizes the joint and cooperative exercise of governmental powers common to contracting parties. The intent of this Agreement is to make available joint public safety purchasing and leasing to the governmental agencies who are parties to this Agreement. The intent of this agreement is to also replace and rescind the Amended and Restated Joint & Cooperative Agreement For The Acquisition and Use of SCBA executed and approved by the parties in March, April and May, 2009, and the Second Amended and Restated Joint & Cooperative Agreement For The Acquisition and Use of Firefighting Equipment executed and approved by some or all of the parties in August and September 2010 (“Prior Agreements”).

## **2. Parties**

The initial parties to this Agreement are the cities of Bloomington, Brooklyn Park, Eden Prairie, Edina, Hopkins, Saint Louis Park, and Minnetonka, all of which are municipal corporations and subdivisions of the state of Minnesota. Additional governmental agencies may become parties to this Agreement by adopting a resolution approving this Agreement and sending an original execution page and a certified copy of the resolution to the secretary of the Operating Committee established below. The secretary of the Operating Committee must maintain a current list of the parties to this Agreement and must notify the contact person for each party whenever there is a change in the parties to this Agreement.

## **3. Operating Committee**

### **3.1. Creation.**

There will be an Operating Committee (the “Committee”) to administer this Agreement. The Committee will consist of one representative appointed by each of the parties to the Agreement. In the absence of a specific appointment, a party’s representative will be its fire chief. Each member of the Committee is entitled to one vote.

### **3.2. Procedural Rules.**

The Committee must adopt procedural rules to govern its operations.

### **3.3. Officers.**

The Committee will select from its members a chair to conduct meetings, a vice-chair to act in the place of the chair, and a secretary to keep the records of the Committee.

### **3.4. Powers, Duties.**

The Committee has the authority and responsibility to administer this Agreement on behalf of the parties and to take all necessary actions allowed by law to implement its terms.

## **4. Procedures**

### **4.1. Acquisition.**

The Committee will take the necessary actions for obtaining contracts for the purchase or lease of public safety uniforms, supplies, equipment, and other items, and for contracting for services, as selected by the Committee. The Committee will comply with the Municipal Contracting Law, including the preparation of specifications and requests for proposals. The Committee will designate one of the member parties to act as the lead agency for selecting the contractor for a contract, based on the recommendation of the Committee.

### **4.2. Contract Terms.**

The contract with each selected contractor (the “Contract”) must provide that each party to this Agreement will have the option to order items directly from each selected contractor and make payments directly to the contractor. No party will have any responsibility for paying for the items ordered by any other party. When appropriate, the Contract may include an option for the contractor to maintain and certify designated equipment. The Contract must provide the terms of payment to the contractor for this service.

### **4.3. Rules for Use.**

When appropriate, the Committee will establish rules and procedures for the parties’ use of items acquired pursuant to this Agreement, including determining the responsibility for damage to, or loss of, the items.

## **5. Responsibility for Employees**

All persons engaged in the work to be performed by a party under this Agreement may not be considered employees of any other party for any purpose, including worker’s compensation and other claims that may or might arise out of the employment context on behalf of the employees. All claims made by a third party as a result of any act or omission of a party’s employees while engaged on any of the work performed under this Agreement are not the obligation or responsibility of any other party. Each party is responsible for injuries or death of its own

personnel. Each party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing services under this Agreement. Each party waives the right to sue any other party for any workers' compensation benefits paid to its own employee or volunteer or their dependants, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

## **6. Indemnification**

Each party agrees to defend, indemnify, and hold harmless the other parties against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the party and/or those of its employees or agents. Under no circumstances, however, may a party be required to pay on behalf of itself and another party any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for two or more parties may not be added together to determine the maximum amount of liability for one party. The intent of this paragraph is to impose on each party a limited duty to defend and indemnify each other subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.

## **7. Duration**

This agreement will be in force from the date of execution by at least two parties and notification to the secretary of the Operating Committee. Any party may withdraw from this Agreement upon 30 days written notice to the other party or parties to the Agreement. Upon execution of all of the parties to the Prior Agreements, the Prior Agreements will terminate.

## **8. Execution**

A separate execution page is provided for each party.

[Signature pages follow]

**Execution Page for the  
Third Amended and Restated Joint & Cooperative Agreement  
For Public Safety Purchasing**

The party listed below has read, agreed to and executed this Agreement on the date indicated.

Date \_\_\_\_\_

Entity \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

And \_\_\_\_\_

Title \_\_\_\_\_

**From:** Hacker, Scott [Scott.Hacker2@Honeywell.com]  
**Sent:** Monday, December 06, 2010 6:25 PM  
**To:** Jim Flanders; Steve Koering; Joe Wallin  
**Subject:** Morning Pride: Black Gear and kickoff pricing/duration

Gentlemen,

Below is the summary of pricing for the life of the 5 year contract including Black gear and the kickoff pricing. Due to an impending price increase from Dupont on Kevlar we are only comfortable extending the kickoff pricing for orders sized and placed through the first quarter of 2011. I did have to go to bat to justify our partnership on this one as we bid tighter than usual and I hope you see we are making every effort to help get maximum participation and benefit for all. If you have any questions please feel free to let me know.

Present – March 31, 2011-Kickoff Pricing

Bronze: \$1630.20

Black: \$1683.90

April 1, 2011- December 31, 2012

Bronze: \$1663.47

Black: \$1718.27

January 1, 2013- December 31, 2013

Bronze: \$1713.38

Black: \$1769.81

January 1, 2014 – December 31, 2014

Bronze: \$1764.78

Black: \$1822.91

January 1, 2015- December 31, 2015

Bronze: \$1817.73

Black: \$1877.60

Scott Hacker

North Central Regional Manager

Honeywell First Responder Products

1 Innovation Court

Dayton, OH 45414

Mobile (847) 668-2546

Morning

PRO

Ranger

Servus

American





**From:** Steve Koering [SKoering@edenprairie.org]  
**Sent:** Tuesday, November 23, 2010 9:41 AM  
**To:** Jim Flanders; Joe Wallin  
**Subject:** FW: JPA Pricing Matrix FINAL\_v2.1

[Here we go](#)

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**From:** Andy Oliver [mailto:aoliver@gearwash.com]  
**Sent:** Monday, November 22, 2010 3:55 PM  
**To:** Steve Koering  
**Subject:** JPA Pricing Matrix FINAL\_v2.1

Steve & Jim, please see revised numbers. Please call if you have any questions. Thank you. Andy

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## Gear Wash - PPE SafetyCare Program Options

<u>In-Cycle Servicing:</u>	Level I Standard (Intermediate)	Level II Managed (Complete)
Turnout Sets (Jacket & Trouser)	250	250
Processing Frequency Per Set Per Annum	1	1
Annual Fee Per Set	\$105.50	\$135.00
Advanced Cleaning, Per Set	included	included
Advanced Inspection	included	included
3+Yr Complete Liner Inspection, Per Piece*	included	included
Basic Repair (per NFPA 1851)	included	included
Advanced Repair**	20%	included
Additional Advanced Cleaning, Per Set (Out-Of-Cycle)	\$41.30	\$41.30
Pick-up and Delivery (By Station)	Included	included
NFPA 1851 Training	included	included
PPE Maintenance Scheduling & Reports	Included	included
PPE Ledger Customer Portal access & training	included	included
Billing By Department	included	included

\* Added beginning year three of age of garment.

\*\* Some exclusions apply. Discount assumes upfront lease payment.

Pricing subject to escalation beginning year two of contract.

### Top 15 Repair Items

General - Standard OS Patch, Basic	\$6.55
General - Patch Trim, Basic	\$7.18
General - Stitching	\$6.25
Hardware - Replace Rivet	\$5.15
Hardware - Replace Snap	\$6.20
Hardware - Replace Suspender Button	\$6.25
Jacket - Replace Front Closure Velcro	\$24.50
Jacket - Replace Front Closure Zipper	\$46.50
Jacket - Replace Cuff	\$23.50
Trouser - Replace Cuff	\$27.75
Trouser - Replace Fly Velcro	\$28.40
Trouser - Replace Trim Band	\$33.80
Trouser - Reconstruct Back Panel, Cuff	\$45.80
Moisture Barrier - Tape Moisture Barrier, Failure Area	\$11.25
Thermal Liner - Basic Patch	\$10.50

### Key Value Points:

- Proven Capabilities
- Local Emergency Pick-up
- Technical Knowledge and experience
- Impartiality – Unbiased toward OEM's
- Advisory Role: Selection, Storage, Retiring
- Established local presence
- Remote "Quartermaster" logistics assistance
- Reliability & Accountability – proven success within JPA area
- Capacity exceeds JPA needs
- State of the art PPE tracking & reporting
- Reputation for and dedication to quality work

# Minnesota JPA Turnout Gear Specifications



## Composite

**Outershell:** Gemini Matrix Bronze (Black optional)

**Thermal Liner:** 2 layers E-89; War Glide Facecloth

**Moisture Barrier:** 2.0 oz Gore Crosstech 2C

## Morning Pride Tails Coat Features

- Zipper/Velcro Coat Closure
- New York Style Lime 2-Tone Scotchlite Trim
- Half Hi Bellows Pockets 7" x 9" x 1.5"
- Fleece Lined Handwarmer Pockets
- Radio Pocket 8" x 3.5" x 2" Left Chest, Mic Tab above
- SL-90 Flashlight Clip Right Chest
- Articulating Rapid Rescue Strap (DRD)
- Morning Pride Dead Air Panel System
- 3" Chinstrap
- Take Up Straps
- Gold Arashield Coat Cuffs
- Gold Arashield Shoulder Caps
- Inspection Port
- Nomex Long Wristlets with Turned Thumbhole
- Two Snaps on Tail to keep Outer Shell together with Thermal Liner/Moisture Barrier
- Back Patch to read FD Name
- Hem Patch to read FF 1<sup>st</sup> Initial + Last Name

## Morning Pride Pant Features

- Zipper/Velcro Pant Closure
- 3" Lime 2-Tone Scotchlite Cuff Trim
- Cushioned Knees (2 layers) with Gold Arashield Reinforcement
- Bellows Pockets 8" x 8" x 2" reinforced outer with gold arashield, inner reinforced with full Kevlar, right pocket divided into 2 equal compartments
- Kevlar Belt with Quick Release Buckle
- Angled Rear Cuffs with Arashield Reinforcement
- Inspection Port
- Snap Style Suspender attachment
- Dyna-Fit Suspenders w/ Snap Attachment Installed



Metro JPA  
Turnout Gear Lease/Purchase 'Rules of Use and Procedures'

Overview: The purpose of this document is to assure all members of the JPA have a common working framework, thus assuring the objective of true interoperability is met. This JPA program is not designed to just be a 5 year turnout gear purchase. Instead, by lease/purchase of new turnout gear every 5 years we strengthen an ongoing partnership between our supplier, and their local service provider, and the respective JPA departments. This serves to prioritize the safety of all personnel involved.

- **Basic Equipment:** All signed JPA entities shall at a minimum; lease/purchase a Honeywell / Morning Pride set of turnout gear consisting of pants, coat, and suspenders. Additional Honeywell / Morning Pride equipment may be acquired at the discretion of the participating JPA entity.
- **Basic Service:** All signed JPA entities shall, at a minimum, purchase a 5 year Level II (annual cleaning & basic repairs) service plan.
- **Barcodes:** All JPA turnout gear will have tracking barcode labels provided by the manufacturer or the JPA service provider for service/repair tracking. These labels will be placed near the NIOSH label. If the service provider is providing labels, then these will be also applied by the JPA service provider, in accordance with the manufacturer's recommendations.
- **ID Code:** The above mentioned ID label will consist of; a code agreed upon by the service provider and the JPA operating committee.
- **Inspection Data:** The JPA operating committee will determine the method by which any required inspection/tracking data is reported to the service provider. The service provider will contact the respective JPA department regarding any equipment not reported as 'inspected' for more than 365 days.

**Additional Markings:** Respective JPA entities may place additional items such as department patches on the turnout gear in areas approved by the manufacturer, the JPA Operating Committee, and the service provider.