

CITY OF NORTH LITTLE ROCK, ARKANSAS  
COMMERCE DEPARTMENT  
Mary Beth Bowman, Director  
Amy Smith, Assistant Director for Procurement  
Crystal Willis, Admin. Sect. /Asst. Purchasing Agent



120 MAIN STREET - P.O. BOX 5757  
NORTH LITTLE ROCK, AR 72119  
501-975-8881 Telephone  
501-975-8885 Fax

## INVITATION TO BID

Bid Number : 18-3540 Date Issued: July 11, 2018

Date & Time Bid Opening: Wednesday, July 25, 2018 at 10:30 a.m.

### PERSONAL PROTECTIVE EQUIPMENT BID North Little Rock Fire Department

Specifications are attached.

Any technical questions regarding this bid should directed to: Captain Billy Jones at 501-340-5386.  
General bidding questions should be directed to the Commerce Department at 501-975-8881.

If you are obtaining this bid from our website, please be reminded that addendums may occur. It is therefore advisable that you review our listings for attachments including any changes to the bid.

Unless otherwise stated, the use of a manufacturer's name and product number are for descriptive purposes and establishing general quality levels only. They are not intended to be restrictive. Bidders are required to state exactly what they intend to furnish, otherwise, it is fully understood that they shall furnish all items stated.

The City of North Little Rock encourages participation of small, minority, and woman own business enterprises in the procurement of goods, services, professional services, and construction, either as a general contractor or sub-contractor. It is further requested that whenever possible, majority contractors who require sub-contractors, seek qualified small, minority, and woman businesses to partner with them

NOTE: FAILURE TO FILL OUT AND SIGN THE INVITATION TO BID SHEET WILL RESULT IN REJECTION OF THE BID.

#### EXECUTION OF BID

Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid, including specifications, conditions and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

NAME OF FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

TAX ID NUMBER: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

SIGNATURE OF AUTHORIZED PERSON & TITLE: \_\_\_\_\_

EMAIL OF CONTACT PERSON: \_\_\_\_\_

**UNSIGNED BIDS WILL BE REJECTED**

## GENERAL TERMS AND CONDITIONS FOR THE CITY OF NORTH LITTLE ROCK, AR

1. When submitting an "Invitation to Bid," the bidder warrants that the commodities covered by the bid shall be free from defects in material and workmanship under normal use and service. In addition, bidder must deliver new commodities of the latest design and model, unless otherwise specified in the "Invitation to Bid."
2. Prices quoted are to be net process, and when an error is made in extending total prices, the City may accept the bid for the lesser amount whether reflected by extension or by the correct multiple of the unit price.
3. Discounts offered will be taken when the City qualifies for such. The beginning date for computing discounts will be the date of invoice or the date of delivery and acceptance, whichever is later.
4. When bidding other than the brand and/or model specified in the "Invitation to Bid," the brand and/or model number must be stated by that item in the "Invitation to Bid," and descriptive literature be submitted with the bid.
5. The City reserves the right to reject any and all bids.
6. The Purchasing office reserves the right to award items, all or none, or by line item(s).
7. Quality, time and probability of performance may be factors in making an award.
8. Bid quotes submitted will remain firm for 30 calendar days from bid opening date; however, the prices may remain firm for a longer period of time if mutually agreeable between bidder and the Department of Commerce.
9. Bidder must submit a completed signed copy of the front page of the "Invitation to Bid" and must submit any other information required in the "Invitation to Bid."
10. In the event a contract is entered into pursuant to the "Invitation to Bid," the bidder shall not discriminate against any qualified employee or qualified applicant for employment because of race, sex, color, creed, national origin or ancestry. The bidder must include in any and all subcontracts a provision similar to the above.
11. Sales or use tax is not to be included in the bid price, but is to be added by the vendor to the invoice billing to the City. Although use tax is not to be included in this bid, vendors are to register and pay tax direct to the Arkansas State Revenue Department.
12. Prices quoted shall be "Free on Board" (F.O.B.) to destination at designated facility in North Little Rock. Charges may not be added after the bid is opened.
13. In the event of two or more identical low bids, the contract may be awarded arbitrarily or for any reason to any of such bidders or split in any proportion between them at the discretion of the Department of Commerce..
14. Specifications furnished with this Invitation are intended to establish a desired quality or performance level, or other minimum dimensions and capacities, which will provide the best product available at the lowest possible price. Other than designated brands and/or models approved as equal to designated products shall receive an equal consideration.
15. Samples of items when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will become property of the City.
16. Bids will not be considered if they are:
  1. Submitted after the bid's opening time.
  2. Submitted electronically or faxed (unless authorized by Purchasing Agent).

17. Guarantees and warranties should be submitted with the bid, as they may be a consideration in making an award.
18. **CONSTRUCTION**
  - A. Contractor is to supply the City with evidence of having and maintaining proper and complete insurance, specifically Workman's Compensation Insurance in accordance with the laws of the State of Arkansas, Public Liability and Property Damage. All premiums and cost shall be paid by the Contractor. In no way will the City be responsible in case of accident.
  - B. When noted, a Certified check or bid bond in the amount of 5% of total bid shall accompany bid.
  - C. A Performance Bond equaling the total amount of any bid exceeding \$20,000.00 must be provided for any contract for the repair, alteration or erection of any public building, public structure or public improvement (pursuant to Arkansas Code Annotated Section 22-9-203).
19. **LIQUIDATED DAMAGES** - Liquidated damages shall be assessed beginning on the first day following the maximum delivery or completion time entered on this bid form and/or provided for by the plans and specifications.
20. **AMBIGUITY IN BID** - Any ambiguity in any bid as the result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions, and all conditions of bidding shall be construed in the light most favorable to the City.
21. The bid number should be stated on the face of the sealed bid envelope. If it is not, the envelope will have to be opened to identify.
22. Whenever a bid is sought seeking a source of supply for a specified period of time for materials and services, the quantities of usage shown are estimated ONLY. No guarantee or warranty is given or implied by the participants as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for the bidders information ONLY and will be used for tabulation and presentation of bid and the participant reserves the right to increase or decrease quantities as required.
23. The City of North Little Rock reserves the right to reject any and all bids, to accept in whole or in part, to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications in those cases where efficiency of operation will not be impaired, and unless otherwise specified by the bidder, to accept any item in the bid. If unit prices and extensions thereof do not coincide, the City of North Little Rock may accept the bid for the lesser amount whether reflected by the extension or by the correct multiple of the unit price.
24. The City of North Little Rock will follow procedures to check bidder eligibility through the federal System for Award Management (S.A.M.) as outlined in 2 C.F.R. § 200. This will be completed prior to the award of any contract in which federal grant funds will be expended.
25. Additional information or bid forms may be obtained from:
26. COMMERCE DEPARTMENT, 120 Main Street, P.O. Box 5757, North Little Rock, Arkansas 72119 (501)975-8881  
[www.nlr.ar.gov](http://www.nlr.ar.gov)

**NOTE: Appropriation of Funds.** Any Term and any Renewal Term of any contract with the City are contingent upon (1) City's receipt of sufficient annual appropriations by the City Council, (2) requisite authorization by the Department of Finance, and (3) compliance with Arkansas law. If in any year sufficient annual appropriations and authorization are not provided, or if there is a change in Arkansas law that materially or adversely affects City's ability to fulfill any of its obligations under any contract, a contract under this bid will terminate upon delivery or written notice by City to Company.

**Bidding documents must be submitted on or before the bid's opening date and time. Unless noted, bids must be sealed and mailed or delivered to:**

**Mary Beth Bowman**  
Director of Commerce  
120 Main Street (P.O. Box 5757)  
North Little Rock, AR 72119

**GENERAL SPECIFICATIONS  
PROTECTIVE HOOD  
FOR STRUCTURAL FIREFIGHTING**

**GENERAL BIDDING SPECIFICATIONS**

**Submission of Bids**

Three (3) copies of the sealed bids must be submitted to:

City of North Little Rock  
Commerce Department  
120 Main Street  
North Little Rock, AR 72114

It is the Bidder's/Respondent's responsibility to make sure that bids are received at the above address before the bid opening. The City is not responsible for late deliveries. Additionally, the City will not receive any bids by facsimiles or emails.

**Term of the Contract**

The term of the contract shall be for two (2) consecutive years beginning on the date of acceptance by signatures of the City and Contractor, whichever comes later. The Contract may be extended for three (3) additional one year terms by the mutual written agreement of both parties. Quoted prices must remain firm for the first term of the contract. At the time of renewal, the bidder may request a price adjustment, not to exceed an increase of 5%, provide the bidder submits acceptable documentation that an increase in cost has been experienced. Acceptable documentation includes but is not limited to manufacturer's dated price lists or invoices (before and after price increase) and manufacturer's letter(s) certifying the date and the amount of the cost increase. In the event of a general price schedule decrease, the Owner shall be guaranteed full benefit of the price reduction. Requests for price adjustment shall be submitted in writing to:

Capt. Billy Jones  
723 N. Maple  
North Little Rock, AR. 72114

**No Contact Policy**

Any contact with any City representatives, related officials, or representatives other than those outlined in the Bid is prohibited. Such unauthorized contact may disqualify the Respondent from this procurement.

**W-9 Form Required**

Each bidder shall submit a completed W-9 form with their bid.

**Business License**

A current Business License/Privilege License is required. If the Bidder (Vendor) has a current Business/Privilege License with any city within the State of Arkansas, please provide a copy. If the Bidder/Vendor is out of state and does not have a Business/Privilege License with any city in the State of Arkansas, they must purchase a license from the City of North Little Rock.

### **Acknowledgement of Contract**

Respondents acknowledge and understand that upon award of the winning bid, the selected bidder will be required to review and sign a contract with the City of North Little Rock prior to providing any products to the City.

### **Bid Questions and Clarifications**

All questions must be submitted in writing via email. Response to relevant questions will be posted on the Commerce page of the city's website: [nlr.ar.gov](http://nlr.ar.gov), click on the "Business" tab, then click on "Bids and Vendors" tab, then click on "Current Bids" for all questions and responses. No questions will be answered after Thursday, July 19, 2018, 10:00 A.M.

Questions related to the Bid Specifications shall be directed to:

Capt. Billy Jones  
723 N. Maple  
North Little Rock, AR. 72114  
501-340-5386  
[bjones@nlr.ar.gov](mailto:bjones@nlr.ar.gov)

### **Conflict of Interest**

Respondent, by responding to this Bid, certifies that to the best of his/her knowledge, no elected/appointed official or employee of the City is financially interested, directly or indirectly, in the products specified in this Bid.

The City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the respondent's bid. The City's determination regarding any questions of conflict of interest is final.

### **Public Records**

Respondent understands that the bid is a "public record", and the public shall have access to all documents and information pertaining to the Response and Bid, subject to the provisions of Arkansas' FOIA. The Respondent, by submitting a bid, acknowledges that the City may provide public access to and/or copies of all documents subject to disclosure under applicable law.

### **Cost of Preparing Bid**

Any costs incurred in the preparation of the bids are solely the responsibility of the respondents. The City of North Little Rock will provide no reimbursements for such costs. Any cost associated with any oral representations to the City will be the responsibility of the respondent and may not be billed to the City.

### **Authority to Bind Firm in Contract**

Bids MUST give full company name and address of bidder. Failure to manually sign bid may disqualify the bid. The person signing the bid should show title or authority to bind the company in a Contract. Firm name and authorized signature must appear on cover page of bid.

### **Late Bids**

LATE Bids will be UNOPENED and disposed of in a proper manner.

**Rights of City**

The City reserves the right to accept or reject all or any part of any bid, waive informalities and award the Contract to the lowest responsive and responsible bidder to best serve the interest of the City.

**Basis for Award**

Contract award will be made to the lowest responsible and responsible bidder based upon the prices indicated on the price sheet and meeting the specifications. See Price Sheet on Attachment "A" and draft Contract on Attachment "B".

**BID SPECIFICATIONS**

This specification details design and materials criteria to afford protection to the head and neck area against adverse environmental effects during structural firefighting. All materials and construction will meet or exceed NFPA Standard #1971 and OSHA for structural fire fighter protective clothing.

**DURABLE WATER RESISTANT FINISH**

Hood must allow for faster drying times than non-treated fabrics, reduce build-up of toxic residue that is easily absorbed by non-treated fabrics and enhance the release of contaminants during washing.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

**STITCH TYPES AND SEAMS**

- All stitching conforms to Federal Standard 751 Specifications (FED-STD-751).
- Major seams are flat seam assembled, stitch type 607.
- Elastic in face opening is serged in with stitch type 504 and reinforced with bottom cover-stitch, stitch type 406.
- Binding is applied with bottom cover-stitch, stitch type 406.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

**CONSTRUCTION**

- Composed of 3-ply quilted BarriAire™ Gold fabric with rib knit around face opening, on crown of head, and gusseted shoulders.
- Sure-Fit panel in the center of the hood for improved comfort, fit and performance. 4" wide rib knit begins at face opening and extending 12" over the crown of the head. The quilted fabric continues to the knit drape where it widens to 4.5".
- For a contoured fit the hood is seamed from top of face opening to bottom neck.
- Face opening is circular in shape and serged with x-heavy duty ½" wide elastic around the perimeter. The elastic is then folded back ½" and cover stitched. The face opening will stretch a full 16" for easy donning and a snug fit around face of SCBA mask. Face opening maintains original shape after repeated launderings.
- Bottom edge of hood is bound with self-material bias binding.
- Rib knit drape begins below neck with notched shoulder for a smoother drape.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

**LABELING AND USER INFORMATION**

- Owner Identification at bottom of each label is an area which shows PROPERTY OF:\_\_\_\_\_. Simply write your name with permanent laundry marker directly to label for permanent identification.
- Each hood is clearly labeled to identify material contents, NFPA acceptance, UL Classification, Date of Manufacture,
- Lot Tracking Number, Style Number, Statement of Made in USA and care instructions.
- Each hood includes a complete user’s information guide.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

**MEETS OR EXCEEDS INDUSTRY STANDARDS**

- UL Classified to meet or exceed the current hood requirements of NFPA 1971, Standard on Protective Ensemble for Structural Firefighting.
- UL Certified to the NFPA 1971, 2018 Edition Option for Particulate Protection.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

**HOOD DIMENSIONS - ONE SIZE HOOD FITS ALL**

1. Sure-Fit™ center panel 4" wide from top of face opening to 4.5" wide where drape is attached, in place of traditional center seam.
2. Face opening is circular and measures between 4.6" to 5.6" in diameter.
3. Width around bottom (1/2) approx. 22.75".
4. Width of hood from edge of shoulder cap to opposite edge of shoulder cap approx. 15.25".
5. Length of hood at front top to bottom approx. 24".
6. Length of hood at back from top to bottom approx. 23.25".
  - Rib section from top of head (not including to front of face) approx. 6.5"
  - Quilted approx. 8.75"
  - Rib knit drape approx. 8"
7. Width of hood above face opening approx. 9.75".
8. Width of hood mid face opening to back approx. 9.5".
9. Length of hood at side from top to bottom approx. 18".
10. Width of hood 1" below bottom of face opening approx. 12.5".
11. Width of hood above shoulder cap approx. 15".
12. Length of hood below face opening approx. 14.25".
  - Rib knit around face approx. 1.5"
  - Quilted approx. 4.75"
  - Rib knit drape approx. 8"

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

**FABRIC DESCRIPTION**

Quilted composite durable water resistant finish on exterior layer of jersey knit with Nomex® Nano Flex particulate barrier between the inside layer of jersey knit.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

**GENERAL SPECIFICATIONS  
BOOTS  
FOR STRUCTURAL FIREFIGHTING**

**SCOPE**

This specification details design and materials criteria to afford protection to the foot area against adverse environmental effects during structural firefighting. All materials and construction will meet or exceed NFPA Standards #1971 and OSHA for structural fire fighter protective clothing, and NFPA 1992 for liquid splash protection.

**SIZING**

In order to insure that every member of the department can safely perform to the maximum of their ability without discomfort and restriction, boots shall be available in all sizes and dimensions as follows:

Men's: Full Sizes 5-18 and Half Sizes 5½-15½ in Narrow, Medium, Wide, and X-Wide widths. Wide calf model available in all sizes.

Women's: Full Sizes 5-12 and Half Sizes 5½-11½ in Narrow, Medium, Wide, and X-Wide widths. Wide calf model available in all sizes.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

**CONSTRUCTION**

- Flame-Resistant, Water-Resistant Heavy Duty Leather.
- GORE® CROSSTECH® Footwear Fabric
- A full-height bootie liner, made with 300g insulation, and GORE® CROSSTECH® moisture barrier.
- KEVLAR® Blend Protective Shield to protect the moisture barrier, provide cut
- 3M™ SCOTCHLITE™ Reflective Material
  - Flame-resistant fluorescent and reflective material for added visibility.
- Pull Straps will be flexible NOMEX® webbing pull straps reinforced with leather that slide easily under turnout pants,
- Padded Composite Shin Guard to provide extra protection when you are working on a ladder.
- HEELPORT™ Internal Fit System to hold your heel securely so it won't slip while cushioning your ankle.
- Composite Heel Counter for individually molded to fit each size.
- Composite Safety Toe Cap that doesn't transmit heat or cold, and exceeds NFPA standards for safety.
- Dual-Density Enhanced 3D Molded Footbed System.
  - To provide arch support.
  - Urethane foam bottom layer
  - Micro-cellular open-cell foam top layer.
  - Moisture-wicking and anti-microbial fabric top.
  - An additional set of polymer inserts to install under the footbeds when a snugger fit is desired.
- 3D Composite Lasting Board
  - Molded, contoured and lasted to boot uppers with a built-in flex zone in the forefoot and a torsionally stable heel. Works together with the 3D molded footbed to conform to the shape of your foot.



- Composite Shank
- Composite Puncture Protection
- VIBRAM® Contoured Cup Outsole
  - Molded outsole provides flame, abrasion, oil, acid and slip-resistant compound engineered for high traction and durability even during prolonged exposure to extremes of heat and cold.
  
- Athletic Footwear Construction
  - 2-part cross-linking adhesive bonds outsoles to the upper. Without stiff welts and ribbed mid-soles.
- Slip-Resistant Tread
- Siping – thin slits cut into flat areas across the sole – opens up when flexed to provide additional traction on water and ice. Self-cleaning lugs and omni-direction tread pattern designed for superior performance in all terrains and when working on ladders.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

**MEETS OR EXCEEDS INDUSTRY STANDARDS**

- UL Classified to meet or exceed the current hood requirements of NFPA 1971, Standard on Protective Ensemble for Structural Firefighting.
- UL Classified to meet or exceed the current footwear requirements of NFPA 1992 (Liquid Splash)

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

**GENERAL SPECIFICATIONS  
GLOVES  
FOR STRUCTURAL FIREFIGHTING**

**SCOPE**

This specification details design and materials criteria to afford protection to the hands against adverse environmental effects during structural firefighting. All materials and construction will meet or exceed NFPA Standard #1971 and OSHA for structural fire fighter protective clothing.

**CONSTRUCTION**

- One-piece back shell made of 100% FR Para Aramid knit fleece.
- Nomex®/Kevlar® thermal liner on back of hand for thermal protection; Modacrylic on palm of hand for comfort and dexterity
- 100% water proof, viral/chemical penetration resistance and blood borne pathogen protection.
- Five separate curved form fitting forchettes for maximum finger dexterity
- Breathable adhesive to ensure liner/barrier is fully bonded. Liner must not pull out
- One-piece palm cowhide suede leather that stays soft when wet with low water absorption
- Wristlet Style: 4" Black or Tan Nomex® wristlet with leather pull patch and hang-up loop.
- Gloves must have a breathable 3 mil barrier that is 100% waterproof, viral/chemical penetration resistant and protects against blood borne pathogens which extends full-length of the glove for complete protection.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

**MEETS OR EXCEEDS INDUSTRY STANDARDS**

- UL Classified to meet or exceed the current hood requirements of NFPA 1971, Standard on Protective Ensemble for Structural Firefighting.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

**GENERAL SPECIFICATIONS  
PROTECTIVE JACKET AND PANTS  
FOR STRUCTURAL FIRE FIGHTING  
NORTH LITTLE ROCK FIRE DEPARTMENT**

**SCOPE**

This specification details design and materials criteria to afford protection to the upper and lower body, excluding head, hands, feet, against adverse environmental effects during structural firefighting. All materials and construction will meet or exceed NFPA Standard #1971 and OSHA for structural fire fighters protective clothing.

**SIZING**

In order to insure that every member of the department can safely perform to the maximum of their ability without extra bulk and without restriction, Jackets and Pants shall be available in all sizes and dimensions as follows:

**Pants:**

Gender: Gender specific Men's and Women's patterns  
Waist: Even sizes  
Body Shape: Men's: Relaxed and Regular Note: Relaxed is a fuller cut in the hips and thighs, like relaxed jeans.  
Women's: Relaxed  
Inseam: Even sizes

**Jackets:**

Gender: Gender specific Men's and Women's patterns will be available  
Chest: Even sizes  
Back Length: Men's 29", 32", 35", and 40"  
Women's 26", 29"  
Body Shape: Men's: Straight and Tapered Note: The straight cut offers more fullness at the hips (i.e. jacket sweep) and is recommended when an IH Ready trouser is being specified.  
Women's: Straight  
Sleeve: 1" increments

Jackets and pants that are available in only one standard shape will not be acceptable.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

## **OUTER SHELL MATERIAL- JACKETS AND PANTS**

The "KOMBAT™ FLEX™ " outer shell, trade name KOMBAT FLEX shall be manufactured by TENCATE and constructed of 64% KEVLAR®/36% PBI® twill weave blend outer shell fabric featuring a patented high tech grid of composite filament & spun yarns in a "Kombat Flex Technology" with an approximate weight of 6.9 oz./yd<sup>2</sup> twill weave per square yard. The shell material must be treated with SST1'M (SUPER SHELLTITE) which is a durable water- repellent finish that also enhances abrasion resistance. Color of the garments shall be natural/gold, black. Bids offering a 600 denier Matrix product and/or the Matrix shell without the SST1'M will not be considered.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

## **THERMAL INSULATING LINER - JACKET AND PANTS**

The thermal liner shall be constructed of 7.4 oz. per square yard TENCATE "GLIDE ICE™ blend nonwoven 2 layers of NOMEX® nonwoven spun-lace (1 layer each of 2.3 oz./yd<sup>2</sup> and 1.5 oz./yd<sup>2</sup>), and a face cloth of 60% NOMEX® filament yarn with 40% NOMEX®/LENZING FR® blend spun yarn, twill weave. A 7 inch by 9 inch pocket, constructed of self-material and lined with moisture barrier material, shall be affixed to the inside of the jacket thermal liner on the left side by means of a single needle stitch. The thermal liner shall be attached to the moisture barrier and bound together by bias-cut neoprene coated cotton/polyester around the perimeter. This provides superior abrasion resistance to the less expensive, less durable, "stitch and turn" method. Further mention of "Thermal Liner" in this specification shall refer to this section. NOTE: This thermal liner MUST be used exclusively with a minimum 7.4 oz. per square yard outer shell material or with Glide Ice moisture barrier.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

## **MOISTURE BARRIER - JACKETS AND PANTS**

The moisture barrier material shall be W.L. GORE CROSSTECH® black moisture barrier - Type 2F, which is comprised of a CROSSTECH® membrane laminated to a 3.3 ounce per square yard Nomex® IIIA woven pajama check substrate. The CROSSTECH® membrane is an enhanced bi-component membrane comprised of an expanded PTFE (polytetrafluoroethylene, for example Teflon®) matrix having a continuous hydrophilic (i.e. water-loving) and oleophobic (i.e. oil-hating) coating that is impregnated into the matrix. CROSSTECH® moisture barrier seams shall be sealed with GORE-SEAM® tape using a Series 6000 (or higher) GORE-SEAM™ sealing machine to afford comparable bacteriophage penetration resistance performance. Further mention of "Specified Moisture Barrier" in this specification shall refer to this section.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

## **SEALED MOISTURE BARRIER SEAMS**

All moisture barrier seams shall be sealed with a minimum 1 inch wide sealing tape. One side of the tape shall be coated with a heat activated glue adhesive. The adhesive side of the tape shall be oriented toward the moisture barrier seam. The adhesive shall be activated by heat and the sealing tape shall be applied to the moisture barrier seams by means of pressure exerted by rollers for that purpose.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

## **METHOD OF THERMAL LINER/MOISTURE BARRIER ATTACHMENT FOR JACKETS AND PANTS**

The thermal liner and moisture barrier shall be completely removable from the jacket shell. A total of six snap fasteners shall secure the thermal liner/moisture barrier to the outer shell along the length of the neck line under the top most collar. The top most collar shall be turned under and finished such that the snaps on the collar will not be able to contact the wearer's skin. Corresponding snaps shall be installed through a moisture barrier leader measuring an approximate height of 1.75 - 2 inches and shall not penetrate through to the outer shell on the backside of the collar. The remainder of the thermal liner/moisture barrier shall be secured with snap fasteners appropriately spaced on each jacket facing and Ara-Shield® snap fasteners at each sleeve end. One of the Ara-shield® snap tabs shall be a different color in the liner to correspond with color coded snap tabs for ease of matching the liner system to the outer shell after inspection or cleaning is completed.

The thermal liner and moisture barrier shall be completely removable from the pant shell. Nine snap fasteners shall be spaced along the waistband to secure the thermal liner to the shell. The legs of the thermal liner/moisture barrier shall be secured to the shell by means of Ara-Shield® snap fasteners, 2 per leg. The Ara-shield® snap tabs on the shell shall be color coded to corresponding snap tabs in the liner for ease of matching the liner system to the outer shell after inspection or cleaning is completed. There shall be no hook and loop used to close the liner access opening.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

## **THERMAL PROTECTIVE PERFORMANCE**

The assembled garment, consisting of an outer shell, moisture barrier and thermal liner, shall exhibit a TPP (Thermal Protective Performance) rating of not less than 35.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

## **STITCHING**

The outer shell shall be assembled using stitch type #301, #401, #514 and #516. The thermal liners and moisture barriers shall be assembled using stitch type #301, #401, #504, #514, and #516. Stitching in all seams shall be continuous. Major A outer shell structural seams and major B structural liner seams, shall have a minimum of 8 to 10 stitches per inch. All major A seams shall be sewn with ball point needles only. All seams shall be continuously stitched only.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

## **JACKET CONSTRUCTION**

### **BODY**

The body of the shell and AXTION® liner system shall be constructed of three separate panels consisting of two front panels and one back panel. The body panels shall be shaped so as to provide a tailored fit thereby

enhancing body movement and shall be joined together by double stitching with Nomex® thread. One-piece outer shells shall not be acceptable.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

**AXTION® BACK**

The jacket outer shell shall include inverted pleats to afford enhanced mobility and freedom of movement in addition to that provided by the AXTION® sleeves. The outer shell shall have two inverted pleats (one each side) installed on either side of the back body panel. The inverted pleats shall begin at the top of each shoulder and extend vertically down the sides of the jacket to the hem. Maximum expansion of the pleats shall occur at the shoulder area and taper toward the hem. Pleats that do not extend to the hem will not be considered, since they do not provide a true AXTION® back.

The moisture barrier and thermal liner layers shall be designed with darts corresponding to the added length in the shell provided by the AXTION® back pleats. The darts are positioned at the shoulder blades, outside of the SCBA straps and work together with the corresponding outer shell pleats in the AXTION® back, providing maximum expansion. The moisture barrier darts will be seam sealed to assure liquid resistance integrity.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

**LOGOS**

The garment brand shall be identified by means of red FR Nomex® thread embroidery on the top of the right collar denoting "GLOBE" as the manufacturer. There shall be a reflective label specific to the garment style, measuring 1 inch wide by 4 inches long, installed on the left pocket flap.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

**DRAG RESCUE DEVICE (ORD)**

A Firefighter Drag Rescue Device shall be installed in each jacket. The ends of a 1½ inch wide strap, constructed of black Kevlar® with a red Nomex® center stripe, will be sewn together to form a continuous loop. The strap will be installed in the jacket between the liner system and outer shell such that when properly installed will loop around each arm. The strap will be accessed through a portal between the shoulders on the upper back where it is secured in place by an FR strap. The ORD shall be removable for laundering. The access port will be covered by an outside flap of shell material, with beveled corners designed to fit between the shoulder straps of an SCBA. The flap will have a NFPA-compliant 3M Scotchlite™ reflective logo patch sewn to the outside to clearly identify the feature as the ORD (Drag Rescue Device). The ORD shall not extend beyond the outside flap. This device provides a quickly deployed means of rescuing a downed firefighter. Flimsy, rope-style ORD straps will not be considered.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

**LINER ACCESS OPENING (JACKET)**

The liner system of the jacket shall incorporate an opening at each of the leading edges of the left and right front panels. This opening shall run a minimum of 12 inches along the perimeters for the purpose of inspecting the integrity of the jacket liner system. When installed into the outer shell the Liner Access Opening will be covered and protected by the overlap of the outer shell facing.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

**RETROREFLECTIVE FLUORESCENT TRIM**

The retroreflective fluorescent trim shall be lime/yellow 3M Scotchlite™ Triple Trim (LN borders with silver center).

Each jacket shall have an adequate amount of retroreflective fluorescent trim affixed to the outside of the outer shell to meet the requirements of NFPA 1971 and OSHA.

The trim shall be in the following widths and shall be NYC style; 3 inch wide stripes - around the bottom of the jacket within approximately 1 inch of the hem, around the back and chest area approximately 3 inches below the armpit, around each sleeve below the elbow, around each sleeve above the elbow.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

**REINFORCED TRIM STITCHING**

All reflective trim is secured to the outer shell with Nomex® thread, using a locking chain stitch protected by our exclusive TrimTrax® system. This strip of 3/32- inch strong, durable, flame resistant black Kevlar® cording provides a bed for the stitching along each edge of the retroreflective fluorescent trim surface and affords extra protection for the thread from abrasion. TrimTrax® has been proven to be 5 to 7 times more durable than single or even double rows of stitching, significantly reducing maintenance costs and providing more value and a longer service life. Two rows of stitching used to attach the trim in place of the TrimTrax® shall be considered an unacceptable alternative, since it has been proven that the two rows of stitching has insignificant impact on wear life. All trim ends shall be securely sewn into a seam for a clean finished appearance.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

**SEWN ON RETROREFLECTIVE LETTERING**

Each jacket shall have:

3" lime/yellow 3M Scotchlite™ lettering on Row A reading: NLRFD

3" lime/yellow 3M Scotchlite™ lettering on Hanging Letter Patch reading: Firefighters first initial then a period followed by firefighter's last name.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

## LETTER PATCH

### Hanging Letter Patch

The hanging letter patch shall be constructed of a double layer of outer shell material. The letter patch will attach to the rear inside hem of the jacket with a combination of snap fasteners and FR Velcro® hook & loop fastener tape.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

## COLLAR & FREE HANGING THROAT TAB

The collar shall consist of a minimum four-layer construction and be of one-piece design. There shall be two layers of specified moisture barrier material sandwiched in between two layers of outer shell fabric (see Moisture Barrier section). The forward inside ply of moisture barrier shall be sewn to the inside of the collar along the edges only. The multi-layered configuration shall provide protection from water and other hazardous elements, while maintaining thermal protection. The collar shall be a minimum of 3 inches high and graded to chest size. The leading edges of the collar shall extend up evenly from the leading edges of the jacket front body panels so that no gap occurs at the throat area. The collar back layers of outer shell and moisture barrier shall be joined to the body panels with a minimum of two rows of stitching. The collar front layers of outer shell and moisture barrier fabric shall have a series of 6 snap fasteners spaced equidistant to minimize gaps on lower edge of the collar. The top most collar shall be turned under and finished such that the snaps on the collar will not be able to contact the wearer's skin. There shall be 6 corresponding snap fasteners on a moisture barrier leader, which is sewn to the thermal liner system to engage the snaps on the collar. The snaps on the thermal liner system leader will be installed such that they do not penetrate from the outer shell through to the inner layers. This moisture barrier leader on the thermal liner system shall be sandwiched between the underside of the top collar shell fabric and moisture barrier material and the bottom collar shell fabric and moisture barrier material so as to reduce the possibility of liner detachment while donning and doffing.

The throat tab shall be a scoop type design and constructed of two plies of outer shell material with two center plies of moisture barrier material. The throat tab shall measure not less than 3 inches wide at the center tapering to 2 inches at each end with a total length of approximately 9 inches. The throat tab will be attached to the right side of the collar by a 1 inch wide by 1 inch long piece of Nomex® twill webbing. The throat tab shall be secured in the closed and stowed position with FR Velcro® hook and loop fastener tape. The FR Velcro® hook and loop fastener tape shall be oriented to prevent exposure to the environment when the throat tab is in the closed position. Two 1 ½ inch by 3 inch pieces of FR Velcro® loop fastener tape shall be sewn vertically to the inside of each end of the throat tab. Corresponding pieces of FR Velcro® hook fastener tape measuring 1 inch by 3 inches shall be sewn horizontally to the leading outside edge of the collar on each side, for attachment and adjustment when in the closed position and wearing a breathing apparatus mask. In order to provide a means of storage for the throat tab when not in use, a 1 inch by 3 inch piece of FR Velcro® hook fastener tape shall be sewn horizontally to the inside of the throat tab immediately under the 1½ inch by 3 inch pieces of FR Velcro® loop fastener tape. The collar closure strap shall fold in half for storage with the FR Velcro® loop fastener tape engaging the FR Velcro® hook fastener tape.



A hanger loop constructed of a double layer of outer shell material shall be sewn to the top of the collar at the center.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

**JACKET FRONT**

The jacket shall incorporate separate facings to ensure there is no interruption in thermal or moisture protection in the front closure area. The facings shall measure approximately 2½ inches wide, extend from collar to hem, and be double stitched to the underside of the outer shell at the leading edges of the front body panels. A breathable moisture barrier material shall be sewn to the jacket facings and configured such that it is sandwiched between the jacket facing and the inside of the respective body panel. The breathable film side shall face inward to protect it. There shall be wicking barrier constructed of GLIDE ICE™ moisture barrier material installed on the front closure system on the left and right side directly below the front facings to ensure continuous protection and overlap. The wicking barrier shall extend no more than a maximum of ¾" beyond the inner facing and false facing shall be unacceptable. The thermal liner and moisture barrier assembly shall be attached to the jacket facings by means of snap fasteners.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

**TORM FLAP**

A rectangular storm flap measuring approximately 3 inches (6 inches for hook and dee inside/FR Velcro® outside closure; aka #7C) wide and a minimum of 23 inches long (based on a 32" jacket) shall be centered over the left and right body panels to ensure there is no interruption in thermal or moisture protection in the front of the jacket. The outside storm flap shall be constructed of two plies of outer shell material with a center ply of breathable moisture barrier material. The outside storm flap shall be double stitched to the right side body panel and shall be reinforced at the top and bottom with bar tacks.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

**STORM FLAP AND JACKET FRONT CLOSURE SYSTEM**

The jacket shall be closed by means of a 22 inch size #10 heavy duty high-temp smooth-gliding YKK Vision® zipper on the jacket fronts and hook and dee rings on the storm flap. The teeth of the zipper shall be mounted on black Nomex® tape and shall be sewn into the respective jacket facings. The storm flap shall close over the left and right jacket body panels and shall be secured by means of four non-ferrous inward facing hook and dee rings. The dee rings shall be secured to the leading edge of the storm flap with two rivets. The dee rings shall be spaced evenly along the storm flap. Four inward facing hooks shall be attached to the left front body panel with three rivets for each hook. The rivets shall be reinforced on the inside of the body panel with a single circular piece of leather for each hook. The inward facing hooks shall be positioned in such a manner that they engage the dee rings when the storm flap is closed over the front of the jacket.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

## **CARGO/HANDWARMER EXPANSION (BELLOWS) POCKETS**

Each jacket front body panel shall have a 2 inch deep by 8 inch wide by 8 inch high expansion pocket, double stitched to it and shall be located such that the bottom of the pockets are at the bottom of the jacket for full functionality when used with an SCBA. Retroreflective trim shall run over the bottom of the pockets so as not to interrupt the trim stripe. Two rust resistant metal drain eyelets shall be installed in the bottom of each expansion pocket to facilitate drainage of water. The expansion pocket shall be reinforced with a layer of Kevlar® approximately 5 inches up on the inside of the pocket. The pocket flaps shall be rectangular in shape, constructed of two layers of outer shell material and shall measure 3 inches deeper than the pocket expansion and ½ inch wider than the pocket. The upper pocket corners shall be reinforced with proven back tacks and pocket flaps shall be reinforced with bar tacks. The pocket flaps shall be closed by means of FR Velcro® fastener tape. Two pieces of 1 ½ inch by 3 inch FR Velcro® hook fastener tape shall be installed vertically on the inside of each pocket flap (one piece on each end). Two corresponding pieces of 1 ½ inch by 3 inch FR Velcro® loop fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape.

Additionally, a separate hand warmer pocket compartment will be provided under the expandable cargo pocket. This compartment will be accessed from the rear of the pocket and shall be lined with Nomex® Fleece for warmth and comfort. Shell material linings shall not be considered acceptable.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

## **AXTION® SLEEVES**

The sleeves shall be of two piece construction and contoured, having an upper and a lower sleeve. Both the under and upper sleeve shall be graded in proportion to the chest size. For unrestricted movement, on the underside of each sleeve there shall be two outward facing pleats located on the front and back portion of the sleeve on the shell and thermal liner. On the moisture barrier, the system will consist of two darts, rather than pleats, to allow added length in the under sleeve. The moisture barrier darts will be seam sealed to assure liquid resistance integrity.

The pleats shall expand in response to upper arm movement and shall fold in on themselves when the arms are at rest. This expansion shall allow for greater multi-directional mobility and flexibility in the shoulder and arm areas, with little restriction or jacket rise. Neither stove-pipe nor raglan-style sleeve designs will be considered acceptable.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

## **SLEEVE CUFF REINFORCEMENTS**

The sleeve cuffs shall be reinforced with black suede leather.

The cuff reinforcements shall not be less than 2 inch in width and folded in half, approximately one half inside and one half outside the sleeve end for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched to the sleeve end; a single row of stitching shall be considered unacceptable. This independent cuff provides an additional layer of protection as compared to a turned and stitched cuff. Jackets finished with a

turned and stitched cuff do not provide the same level of abrasion resistance and will be considered unacceptable.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

**WRISTLETS I ELASTICIZED ADJUSTABLE SLEEVE WELLS**

Each jacket shall be equipped with Nomex® hand and wrist guards (over the hand) not less than 7 inches in length and of double thickness. A separate thumbhole with an approximate diameter of 2 inches shall be recessed approximately 1 inch from the leading edge. Nomex® knit is constructed of 96% Nomex® and 4% Spandex for shape retention. The color of the wristlets shall be white, grey.

The wristlets shall be sewn to the end of the liner sleeves. Flame resistant neoprene coated cotton/polyester impermeable barrier material shall be sewn to the inside of the sleeve shell approximately 5 inches from the sleeve end and extending toward the cuff forming the sleeve well. The neoprene sleeve well shall form an elasticized cuff end with an FR Velcro® tab providing a snug fit at the wrist and covering the knit wristlet. This sleeve well configuration serves to prevent water and other hazardous elements from entering the sleeves when the arms are raised. The neoprene barrier material shall also line the inside of the sleeve shell from the cuff to a point approximately 5 inches back, where it joins the sleeve well and is double stitched to the shell. Four Ara-shield snap tabs will be sewn into the juncture of the sleeve well and wristlet. The tabs will be spaced equidistant from each other and shall be fitted with female snap fasteners to accommodate corresponding male snaps in-the liner sleeves. One of the Ara-shield® snap tabs shall be a different color in the liner to correspond with color coded snap tabs for ease of matching the liner system to the outer shell after inspection or cleaning is completed. This configuration will ensure there is no interruption in protection between the sleeve liner and wristlet.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

**LINER ELBOW THERMAL ENHANCEMENT**

An additional layer of thermal liner material shall be sewn to the elbow area of the liner system for added protection at contact points and increased thermal insulation in this high compression area. The elbow thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. Finished dimension shall be approximately 5 inches by 8 inches. All edges shall be finished by means of over edging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

**LINER SHOULDER AND UPPER BACK THERMAL ENHANCEMENT**

A minimum of one additional layer of thermal liner material shall be used to increase thermal insulation in the upper back, front and shoulder area of the liner system. This full-cut thermal enhancement layer shall drape over the top of each shoulder extending from the collar to the sleeve/shoulder seam, down the front approximately 5 inches from the juncture of the collar down the back to a depth of 7 inches to provide greater

CCHR protection in this high compression area. The upper back, front and shoulder thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. The thermal enhancement layer shall have finished edges by means of over edging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding. Smaller CCHR reinforcements shall not be considered acceptable since they provide far less area of coverage.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

**RADIO POCKET**

Each jacket shall have a pocket designed for the storage of a portable radio. This pocket shall be of box type construction, double stitched to the jacket and shall have one drainage eyelet in the bottom of the pocket. The pocket flap shall be constructed of two layers of outer shell material measuring approximately 5 inches deep and ¼ inch wider than the pocket. The pocket flap shall be closed by means of FR Velcro® fastener tape. A 1½ inch by 3 inch piece of FR Velcro® hook fastener tape shall be installed on the inside of the pocket flap beginning at the center of the bottom of the flap. A 1½ inch by 3 inch piece of FR Velcro® loop fastener tape shall be installed horizontally on the outside of the pocket near the top center and positioned to engage the hook fastener tape. In addition, the entire inside of the pocket shall be lined with neoprene coated cotton/polyester impermeable barrier material to ensure that the radio is protected from the elements. The impermeable barrier material shall also be sandwiched between the two layers of outer shell material in the pocket flap for added protection. The radio pocket shall measure approximately 3 inches deep by 3.5 inches wide by 9 inches high and shall be installed on the left chest.

Note: radio pocket 6-inch and over in height requires trim.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

**MICROPHONE STRAP**

A strap shall be constructed to hold a microphone for a portable radio. It shall be sewn to the jacket at the ends only. The size of the microphone strap shall be 1 inch x 3 inches.

The microphone strap shall be mounted above the radio pocket and shall be constructed of double layer outer shell material.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

**SURVIVOR FLASHLIGHT HOLDER**

Each jacket shall be equipped with a "Survivor" flashlight holder. An inward facing metal safety coat hook shall be triple riveted in a vertical position to the upper chest. The inward facing coat hook will accommodate the clip portion of the flashlight. Below the coat hook will be a strap constructed of outer shell material measuring approximately 2½ inches high and 9 inches wide, and will hold the barrel of the flashlight. The lower strap will be equipped with a 1½ inch by 2½ inch FR Velcro® closure at the front of the strap to

facilitate easy removal of the flashlight. There shall be approximately 3 inches between the upper coat hook and lower strap. The "Survivor" flashlight holder shall be sewn to the jacket on the right chest.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

**EMBROIDERED AMERICAN FLAG - RIGHT SLEEVE**

Each jacket shall have a Nomex® embroidered American flag that measures approximately 2½ inches high by 3½ inches wide. Per Military protocol the field of stars shall be to the top right corner for installation on the right sleeve. Flags made of fabric other than Nomex® shall be considered unacceptable.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

**PANT CONSTRUCTION**

**BODY**

The body of the shell shall be constructed of four separate body panels consisting of two front panels and two back panels. The body panels shall be shaped so as to provide a tailored fit, thereby enhancing body movement and shall be joined together by double stitching with Nomex® thread. The body panels and seam lengths shall be graded to size to assure accurate fit in a broad range of sizes.

The front body panels will be wider than the rear body panels to provide more fullness over the knee area. This is accomplished by rolling the side leg seams (inside and outside) to the rear of the pant leg beginning at the knee. The slight taper will prevent premature wear of the side seams by pushing them back and away from the primary high abrasion areas encountered on the sides of the lower legs.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

**AXTION® SEAT**

The rise of the rear pant center back seam, including gusset if any, from the top back of the waistband to where it intersects the inside leg seams at the crotch shall exceed the rise at the front of the pant by 8 inches. The longer rear center back seam provides added length in the seat for mobility without restriction when stepping up, kneeling, or crawling and maintains proper alignment of the knee, without twisting, directly over the knee pads when kneeling and crawling.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

**LINER ACCESS OPENING (PANT)**

The thermal liner and moisture barrier layers of the pant liner system shall be constructed in such a way as to allow an access opening for interior inspection, service and replacement. The thermal liner and moisture barrier layers shall be stitched together for security and prevention of inadvertent use of one layer without the other. The liner system shall have a reinforcement of black Nomex® twill webbing sewn to the bottom of the fly

opening. This reinforcement will serve to prevent the liner from tearing in that area from the constant donning and doffing of the pants.

The liner system of the pant shall incorporate an opening along the back of the waistline for ease in inspecting the inner layers and to facilitate performing the complete Liner Inspection. The thermal liner and moisture barrier shall be individually bound with a neoprene coated bias cut tape and joined together on each of the front panels, along the waistband from the front fly opening to side seam. The back of the liner system will be allowed to remain open with two snaps in the back to attach the moisture barrier layer to the thermal liner layer. As described previously, the pant thermal layer system snaps directly to the independent waistband by means of nine snap fasteners. There shall be no hook and loop used to close the liner access opening.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

### **RETROREFLECTIVE FLUORESCENT TRIM**

The pants shall have a stripe of retroreflective fluorescent trim encircling each leg below the knee to comply with the requirements of NFPA #1971 in 3 inch lime/yellow 3M Scotchlite TM Triple Trim (LN borders with silver center).

Bottom of trim band shall be located approximately 3" above cuff.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

### **REINFORCED TRIM STITCHING**

All reflective trim is secured to the outer shell with Nomex® thread, using a locking chain stitch protected by our exclusive TrimTrax® system. Developed exclusively by Globe Manufacturing Co., LLC. This strip of 3/32-inch strong, durable, flame resistant black Kevlar® cording provides a bed for the stitching along each edge of the retroreflective fluorescent trim surface and affords extra protection for the thread from abrasion. TrimTrax® has been proven to be 5 to 7 times more durable than single or even double rows of stitching, significantly reducing maintenance costs and providing more value and a longer service life. Two rows of stitching used to attach the trim in place of the TrimTrax® shall be considered an unacceptable alternative, since it has been proven that the two rows of stitching has insignificant impact on wear life. All trim ends shall be securely sewn into a seam for a clean finished appearance.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

### **ELASTICIZED WAISTBAND**

The pant design facilitates the transfer of the weight of the pant to the hips instead of shoulders and suspenders. The two rear outer-shell body panels, beginning at the pant side seams, shall incorporate an elasticized waist insert, running from the side seam towards the back of the trouser for an approximate distance of 4 inches. The rear elasticized waist inserts shall be integral to the shell of the pant and the elasticized portions shall be covered by the outer shell fabric of the pant.

The waist area of the pants shall incorporate an independent stretch waistband on the inside with a separate piece of black aramid outer shell material, cut on the bias (diagonally), measuring not less than 2 inches in

width. The top edge of the waistband reinforcement shall be double stitched to the outer shell at the uppermost top of the pants. The lower edge of the waistband shall be finished with a serge stitch, and unattached to the shell to accept the thermal liner and moisture barrier system. The top of the thermal liner and moisture barrier shall be secured to the underside of the waistband reinforcement by means of nine snaps, spaced equidistant along the length of the waistband reinforcement. Inserting the liner system between the waistband reinforcement and outer shell serves to reduce the possibility of liner detachment while donning and doffing. The independent waistband construction affords greater comfort and fit than a turned and stitched method. Pants that do not include an independent waistband or are not cut on the bias, will not provide the same amount of stretch to the garment and shall be considered unacceptable.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

**EXTERNAL / INTERNAL FLY FLAP**

The pants will have a vertical outside fly flap constructed of two layers of outer shell material, with a layer of moisture barrier material sandwiched between. The fly flap shall be double stitched to the left front body panel and shall measure approximately 2 ¾ inches wide, with a length graded to size based on waist measurement and reinforced with back tacks at the base. An internal fly flap constructed of one layer of outer shell material, thermal liner and specified moisture barrier, measuring approximately 2 inches wide, with a length graded to size based on waist, shall be sewn to the leading edge of the right front body panel.

The underside of the outside fly flap shall have a 1 ½ inch wide piece of FR Velcro® loop fastener tape quadruple stitched full length along the shell material only; stitching shall not penetrate the moisture barrier insert between the two shell fabric layers to insure greater thermal protection and reduced water penetration. A corresponding strip of 1 ½ inch wide piece of FR Velcro® hook fastener tape shall be quadruple stitched to the outside right front body panel securing the fly in a closed position.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

**BELT**

Each pant shall include a 2 inch wide black aramid belt with a self-locking hi-temp thermoplastic buckle serving as the exterior primary positive locking closure. Sizing adjustment shall be provided by means of the black belting which can be threaded through the male portion of the 2 inch thermoplastic buckle; this buckle shall also provide a quick-release mechanism for donning and doffing. The belt shall be attached to the two front body panels of the pant at the side seams and shall run through tunnels constructed of black 7½ osy aramid outer shell material, protecting the belt from damage. The tunnels will begin at the side seams and run to the front of the pant, terminating at the buckle closure system. A single belt loop constructed of a double layer of black 7½ osy aramid measuring approximately ½ inch by 3 inches shall be attached to the topside of the right side tunnel. The belt loop will be located approximately 2 inches from the tunnel opening for storage of the belt tab.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

## **AXTION® KNEE**

The outer shell of the pant legs shall be constructed with horizontal expansion pleats in the knee area with corresponding darts in the liner to provide added fullness for increased freedom of movement and maximum flexibility. The pleats shall be folded to open outwardly towards the side seams to insure no restriction of movement. The AXTION® knee will be installed proportionate to the pant inseam, in such a manner that it falls in an anatomically correct knee location.

The thermal liner shall be constructed with four pleats per leg in the front of the knee. Two will be located above the knee (one on each side) and two will be located below the knee (one on each side). On the moisture barrier, the system will consist of two darts, rather than pleats, to allow added length in the under knee. The darts in the liner provide a natural bend at the knee. The pleats and darts in the liner work in conjunction with the expansion panels in the outer shell to increase freedom of movement when kneeling, crawling, climbing stairs or ladders, etc.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

## **LINER KNEE THERMAL ENHANCEMENT**

A minimum of one additional layer of specified thermal liner and one additional layer of moisture barrier material, measuring a minimum of 9 inches by 11 inches, will be sewn to the knee area of the liner system for added CCHR protection and increased thermal insulation in this high compression area. The knee thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. The thermal enhancement layer shall have finished edges by means of over edging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding. Smaller CCHR reinforcements shall not be considered acceptable since they provide far less area of coverage.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

## **KNEE REINFORCEMENTS**

The knee area shall be reinforced with black suede leather.

The knee reinforcement shall be centered on the leg to insure proper coverage when bending, kneeling and crawling. The knee reinforcements shall measure 9 inches wide by 12 inches high and shall be double stitched to the outside of the outer shell in the knee area for greater strength and abrasion resistance. The knee reinforcement specified shall be removable without opening up any seams of the outer shell of the pant. Knee reinforcements of a smaller size do not provide the same protective coverage and shall be considered unacceptable

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**



## **PADDING UNDER KNEE REINFORCEMENTS**

Padding for the knees shall be accomplished with one layer of Silizone<sup>®</sup> foam sewn to the liner, sandwiched between the thermal liner and moisture barrier.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

## **EXPANSION (BELLOWS) POCKETS**

An expansion pocket, measuring approximately 2 inches deep by 10 inches wide by 10 inches high shall be double stitched to the side of each leg straddling the out seam above the knee and positioned to provide accessibility. The lower half of each expansion pocket shall be reinforced with an additional layer of Kevlar<sup>®</sup> twill material on the inside. Two rust resistant metal drain eyelets shall be installed on the underside of each expansion pocket to facilitate drainage of water. The pocket flaps shall be rectangular in shape, constructed of two layers of outer shell material and shall measure 3 inches deeper than the pocket expansion and ½ inch wider than the pocket. The upper pocket corners shall be reinforced with proven back tacks and pocket flaps shall be reinforced with bar tacks. The pocket flaps shall be closed by means of FR Velcro<sup>®</sup> fastener tape. Two pieces of 1½ inch by 3 inch FR Velcro<sup>®</sup> hook fastener tape shall be installed vertically on the inside of each pocket flap (one piece on each end). Two corresponding pieces of 1½ inch by 3 inch FR Velcro<sup>®</sup> loop fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

## **PANT CUFF REINFORCEMENTS**

The cuff area of the pants shall be reinforced with black suede leather.

The cuff reinforcement shall not be less than 2 inch in width and folded in half, approximately one half inside and one half outside the end of the legs for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched to the outer shell for a minimum of two rows of stitching. This independent cuff provides an additional layer of protection over a hemmed cuff. Pants that are turned and stitched at the cuff, as opposed to an independent cuff reinforcement, do not provide the same level of abrasion resistance and shall be considered unacceptable.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

## **PADDED RIP-CORD SUSPENDERS & ATTACHMENT**

On the inside waistband shall be attachments for the standard "H" style "Padded Rip-Cord" suspenders. There will be four attachments total - 2 front, 2 back. The suspender attachments shall be constructed of a double layer of black aramid measuring approximately ½ inch wide by 3-inches long. They shall be sewn in a horizontal position on the ends only to form a loop. The appearance will be much like a horizontal belt loop to capture the suspender ends.

A pair of "H" style "Padded Rip-Cord" suspenders shall be specially configured for use with the pants. The main body of the suspenders shall be constructed of 2 inch wide black webbing straps. The suspenders shall run

over each shoulder to a point approximately shoulder blade high on the back, where they shall be joined by a 2 inch wide horizontal piece of webbing measuring approximately 8-inches long, forming the "H". This shall prevent the suspenders from slipping off the shoulders. The shoulder area of the suspenders will be padded for comfort by fully encasing the webbing with aramid batting and wrap-around black aramid.

The rear ends of the suspenders will be sewn to 2-inch wide elasticized webbing extensions measuring approximately 8-inches in length and terminating with thermoplastic loops. The forward ends of the suspender straps shall be equipped with specially configured black powder coat non-slip metal slides with teeth. Through the metal slides will be the 9 inch lengths of strap webbing "Rip-Cords" terminating with thermoplastic loops on each end. Pulling on the "Rip-Cords" shall allow for quick adjustment of the suspenders.

Threaded through and attached to the thermoplastic loops on the forward and rear ends of the suspenders will be black aramid suspender attachments incorporating two snap fasteners. The aramid suspender attachments are to be threaded through the suspender attachment loops on the inside waistband of the pants. The aramid suspender attachments will then fold over and attach to themselves securing the suspender to the pants.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

### **REVERSE BOOT CUT**

The outer shell pant leg cuffs will be constructed such that the back of the leg is approximately 1 inch shorter than the front. The liner will also have a reverse boot cut at the rear of the cuff and a concave cut at the front to keep the liner from hanging below the shell. This construction feature will minimize the chance of premature wear of the cuffs and injuries due to falls as a result of "walking" on the pant cuffs. Pants that have "cut-outs" in the back panel rather than a contoured boot cut shall be considered unacceptable.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

### **THIRD PARTY TESTING AND LISTING PROGRAM**

All components used in the construction of these garments shall be tested for compliance to NFPA Standard #1971 by Underwriters Laboratories (UL). Underwriters Laboratories shall certify and list compliance to that standard. Such certification shall be denoted by the Underwriters Laboratories certification label.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

### **LABELS**

Appropriate warning label(s) shall be permanently affixed to each garment. Additionally, the label(s) shall include the following information.

- Compliance to NFPA Standard #1971
- Underwriters Laboratories classified mark Manufacturer's name
- Manufacturer's address
- Manufacturer's garment identification number Date of manufacture
- Size

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

**ISO CERTIFICATION/ REGISTRATION**

The protective clothing manufacturer shall be certified and registered to ISO Standard 9001 to assure a satisfactory level of quality. Indicate below whether the manufacturer is so certified and registered by checking either "Yes" or "No" in the space provided.

\_\_\_\_\_ **YES**                      \_\_\_\_\_ **NO**

**WARRANTY:**

The manufacturer shall warrant these jackets and pants to be free from defects in materials and workmanship for their serviceable life when properly used and cared for.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

**HOOK AND LOOP SUPPORT PROGRAM**

Support program shall cover hook or loop tape that has begun to fray or otherwise degrade from normal wear. This program shall remain in effect for a period of five years from the original date of manufacture of the garment. This support program shall cover the repair or replacement, without charge, of any hook and/or loop on the garments produced by the manufacturer providing the garments are otherwise serviceable.

This support program does NOT cover damage from fire, heat, chemicals, misuse, accident or negligence. Failure to properly care for garments will serve to void this support program.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

**SIZING BY VENDOR:**

Both male and female sizing samples shall be available.

Both male and female sizing samples shall be on hand for use when sizing. The vendor shall be available to perform all sizing requirements within 96 hours of written notice. Measuring with a tape measure is not acceptable.

\_\_\_\_\_ **Comply**                      \_\_\_\_\_ **Exception**

**BAR-CODE/RECORD KEEPING INTERFACE**

A 1 dimensional barcode, in the interleaved 2 of 5 format shall be printed on the label of each separable layer of the garment.

This barcode shall represent the serial number of the garment. The manufacturer shall be able to provide a detailed list of each asset of a drop-shipped order, and shall include the following:

- Brand
- Order Number

- Serial Number
- Style Number
- Color
- Description
- Chest/Waist Size
- Jacket/pant Length

\_\_\_\_\_ **Comply**

\_\_\_\_\_ **Exception**

ATTACHMENT "A"

**PRICE SHEET**

Just for you information in determining prices, the Fire Department is unable to state exactly how many of the items they will purchase throughout the contract, but they do plan on purchasing at least 10 sets per year. They also will be purchasing 150+ of the Hoods immediately.

Quantity	Item	Price Per Item
1	General Specifications for Protective Hood for Structural Firefighting	
1	General Specifications for Boots for Structural Firefighting	
1	General Specifications for Gloves for Structural Firefighting	
1	General Specifications for Protective Jacket and Pants for Structural Firefighting	

# *CONTRACT*

## **FOR PURCHASE OF PERSONAL PROTECTIVE EQUIPMENT FOR NORTH LITTLE ROCK FIRE DEPARTMENT**

This Purchase Agreement is made and entered into by and between the City of North Little Rock (the "City") and [COMPANY] ("Company") (collectively, the "Parties") and shall be effective on the date of acceptance by the City set forth below.

WITNESSETH that the City and Company, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

1. Scope of Agreement and Contract Documents.

The Company shall provide the goods or services to the City as specifically set forth in the Bid Documents under "Bid Specifications" attached hereto and incorporated herein as Exhibit "A" (the "Goods" or "Services"). Any employee, agent or consultant of Company performing work hereunder shall be bound by the applicable terms and conditions of this Agreement. The Contract Documents shall consist of:

- (a) The fully executed Contract;
- (b) The entire Bid Documents dated: [DATE];
- (c) The Company's Bid dated [DATE]; and
- (d) The Pricing Sheet, all of which documents are incorporated herein.

2. Term of Agreement. The term of the contract shall be for two (2) consecutive years beginning on the date of acceptance by the City. The Contract may be extended for three (3) additional one year terms by the mutual written agreement of both parties. Quoted prices must remain firm for the first term of the contract. At the time of renewal, the bidder may request a price adjustment, not to exceed an increase of 5%, provide the bidder submits acceptable documentation that an increase in cost has been experienced. Acceptable documentation includes but is not limited to manufacturer's dated price lists or invoices (before and after price increase) and manufacturer's letter(s) certifying the date and the amount of the cost increase. In the event of a general price schedule decrease, the Owner shall be guaranteed full benefit of the price reduction. Requests for price adjustment shall be submitted in writing to:

Capt. Billy Jones  
723 N. Maple  
North Little Rock, AR. 72114

3. Consideration and Terms of Payment. The consideration for all Goods or Services provided by Company under this Agreement shall be paid by City in current funds per the Pricing Sheet within thirty (30) days after an invoice is submitted and accepted in writing as meeting the specifications set forth in the Bid Documents.

4. Appropriation of Funds. The Initial Term and any Renewal Term of this Agreement are contingent upon (1) City's receipt of sufficient annual appropriations by the City Council, (2) requisite authorization by the Department of Finance, and (3) compliance with Arkansas law. If in any year sufficient annual appropriations and authorization are not provided, or if there is a change in Arkansas law that materially or adversely affects City's ability to fulfill any of its obligations under this Agreement, this Agreement will terminate upon delivery or written notice by City to Company. The decision of the Director of Finance as to whether sufficient appropriations are available shall be made in its discretion and shall be final and binding on Company. In the event of termination due to any reason stated herein, City will pay Company for the Goods or Services ordered and accepted by City through the date of termination and City will have no further liability to Company thereafter, provided that in no event, shall City be obligated to pay for such Goods or Services in excess of the prices set forth in the Pricing Sheet incorporated in herein.

As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance and budget which contains an allocation of sufficient funds for the performance of fiscal obligations arising under this Contract.

5. Changes. No change to this Agreement, which increases the amounts set forth in the Price Sheet, shall be valid unless it is determined in writing by the City of North Little Rock Director of Finance that funds have been duly appropriated to pay the increased amount. The City shall not be liable for any costs incurred by the Company for changes not issued in writing by the City of North Little Rock Department of Commerce. It is the Company's sole responsibility to know, determine, and ascertain the authority of the City representative signing any change order under this Agreement.

6. Warranties and Representations. Company represents and warrants that: (a) Company has full power and authority to enter into this Agreement and to provide the Goods or Services contemplated by this Agreement; (b) Company will comply with all laws applicable under this Contract; (c) Company's execution, delivery, and performance of this Agreement will not constitute: (i) a violation of any judgment, order, or decree binding on Company; (ii) a breach under any contract by which Company is bound; or (iii) an event that would, with notice or lapse of time, or both, constitute such a breach; (d) all Goods or Services will meet the specifications set forth herein; (e) Company has, and shall maintain in effect for the duration of this Agreement, all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Company to provide the Goods or Services.

7. Inspection and Approval; Conformance with Specifications. Company represents and warrants to City that all products, materials and services furnished pursuant to this Agreement shall perform substantially in conformance with all specifications and warranties contained in the Bid Specifications delivered by City to Company. All materials furnished by Company shall be subject to final inspection and approval by City after delivery ("Acceptance"), and City reserves the right to reject non-conforming products. Notwithstanding prior payment, the Parties expressly agree that payment will not constitute final Acceptance. Company agrees, at its own expense, to diligently replace any Goods deemed unsatisfactory by City.

8. Breach of Agreement; Termination. Where Company has failed to deliver or has delivered nonconforming Goods (with time being deemed of the essence with respect to adherence to any timetable agreed to in writing by Company in the Agreement or in any specifications stated in the Bid Documents), City may deliver a "Notice to Cure" to Company, citing the instances of noncompliance. Company shall have ten (10) days to reply to the Notice to Cure and indicate why the Agreement should not be terminated and recommend remedies to be taken.

a. If Company and City reach an agreed upon solution, Company shall then have twenty (20) days after such agreement (the “Cure Agreement”) is reached to cure the noncompliance cited in the Notice to Cure.

b. If a mutually agreed-upon solution cannot be reached with ten (10) days after receipt of Notice to Cure by Company, City reserves the right to terminate this Agreement.

c. If the mutually agreed upon solution is not implemented to City’s reasonable satisfaction within twenty (2) days from the date of the Cure Agreement, City reserves the right to terminate the Agreement.

8.1 The occurrence of any of the following events, unless consented to by City in writing, shall be deemed a breach of the Agreement by Company, without City’s being required to give Company an opportunity to cure: (i) Company becomes insolvent or makes an assignment for the benefit of creditors; or a receiver or similar officer is appointed to take charge of all or part of Company’s assets and such condition(s) is not cured within thirty (30) days; or (ii) Company violates the provisions of Section 11 of this Agreement.

8.2 Any cancellation or termination by City whether for default or otherwise, shall be without prejudice to any claims or damages or other rights of City against Company. To the extent any fees or expenses have been prepaid by City, Company shall refund a pro rata portion of such fees or expenses. In any action by either party for any default hereunder, the prevailing party shall be entitled to reimbursement of its reasonable attorney’s fees.

9. Dispute Resolution; Legal Fees. In the event of any dispute, controversy, claim, or disagreement arising out of or related to this Contract or the acts or omissions of the parties with respect to this Contract (each, a “Dispute”), the parties shall, as soon as reasonably practicable after one party gives written notice of a Dispute to the other party (the “Dispute Notice”), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the parties. If any Dispute is not resolved to the mutual satisfaction of the parties within ten (10) business days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the parties in writing), either party may initiate litigation. Each party agrees that a violation or threatened violation of this Contract may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.

10. Indemnification. Company shall indemnify, defend and hold City harmless from and against any and all costs, expenses (including reasonable attorneys’ fees and disbursements), interest, losses, obligations, liabilities, and damages paid or liability (collectively “Losses”) incurred by City, and any and all third party claims, demands or actions made (“Claims”) against City, to the extent arising, directly or indirectly, out of (i) negligence of Company or its employees, subcontractors or agents in connection with its or their performance under this Agreement, (ii) any willful or intentional misconduct or fraud of Company or its employees, subcontractors or agents; or (iii) any breach of Company’s agreements or warranties under this Agreement.

10.1 The foregoing indemnification by the Company is not a waiver of City’s tort immunity.

10.2 IN NO EVENT WILL CITY BE LIABLE TO COMPANY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



11. Insurance. Company shall, at Company's sole cost and expense, procure and maintain for the duration of this Contract proper and complete insurance as provided in the Bid Documents, including Workman's Compensation Insurance in accordance with the laws of the State of Arkansas, public Liability and Property Damage. City shall not be responsible in case of accident.

12. Choice of Law and Venue. The Parties hereto agree that this Agreement shall be construed under Arkansas law, excluding its conflict of laws rules. The Parties further agree that proper jurisdiction and venue for any cause of action arising from this Agreement shall be vested in either the U.S. District Court for the Eastern District of Arkansas or the Circuit Court of Pulaski County, Arkansas.

13. Non-Waiver. No delay or failure to exercise any right under this Agreement shall impair any such right or be construed to be a waiver thereof. No waiver shall be effective unless in writing signed by the party waiving. A waiver of a right on one occasion shall not be deemed to be a waiver of such right on any other occasion. A waiver of a right on one occasion shall not be deemed to be a waiver of any other right on that occasion.

14. Non-Assignment. The Goods and Services to be rendered pursuant to this Agreement are personal in nature, and Company may not, voluntarily or by operation of law, assign or transfer any of its rights or obligations under this Contract without the prior written consent of City; provided, that either Party may assign this Agreement or its rights and obligations under this Agreement in connection with a merger, acquisition, reorganization, initial public offering or other similar transfer of control. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives and assignees of the Parties hereto. Any assignment or delegation by either Party shall be conditioned upon the assignee or delegate representing to the other Party that it has agreed to assume all its rights and obligations under this Agreement, and demonstrating to such other Party's reasonable satisfaction that it has the ability to fulfill its obligations specified in this Agreement, and demonstrating to such other Party's reasonable satisfaction that it has the ability to fulfill its obligations specified in this Agreement.

15. Waiver of Jury Trial. Each Party waives the right to a jury trial in connection with any dispute arising out of the Agreement.

16. Notices. Any notices required or permitted to be given or made under this Agreement shall be in writing and shall be deemed given when delivered personally via reputable national overnight carrier, or shall be deemed received after three days of mailing by certified mail, return receipt requested to the relevant party's address below.

City of North Little Rock:

Captain Billy Jones  
[ADDRESS]  
[CITY, STATE]  
[TELEPHONE]  
[FAX]

[COMPANY]  
[ADDRESS]  
[CITY, STATE]  
[TELEPHONE]  
[FAX]

17. Amendment. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary the terms or conditions of the Agreement shall be binding unless hereafter made in writing and signed by the duly authorized representatives of the Parties, and no modification shall be effected by the acknowledgment or acceptance of any forms containing terms or conditions or variance with or in addition to those set forth in this Agreement.

18. Counterparts. This Agreement may be executed in any number of counterparts, including facsimile, PDF and other electronic copies, each of which shall be deemed an original, but all of which taken together shall constitute one single agreement between the Parties.

19. Severability. If any provision this Agreement shall be declared void, illegal or unenforceable, the remaining provisions of this Agreement shall be valid and enforceable to the extent permitted by applicable law.

20. No Presumption against Drafter. Each of the parties hereto has jointly participated in the negotiation and drafting of this Agreement. In the event an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by each of the parties hereto and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any provisions of this Agreement.

21. Entire Agreement. This Agreement constitutes the full understanding of the parties, a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement, related to the services provided hereunder. All prior agreements, negotiations, dealings and understandings, whether written or oral, regarding the subject matter hereof, are superseded by and merged into this Agreement.

22. Authority. The persons executing this document each represent that he or she is duly authorized by his or her respective organization to bind the same to the terms contained herein.

21. Filing. This document shall be filed in the official records of the City Clerk of the City of North Little Rock, Arkansas. Either party may additionally file this document in any other governmental office deemed appropriate; however, the parties waive all claims and defenses in law or equity based upon such additional filing.

SIGNATURES ON THE NEXT PAGE

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

**City of North Little Rock**

**Company**

By: \_\_\_\_\_  
[CITY]

By: \_\_\_\_\_  
[COMPANY]

\_\_\_\_\_  
**Print Name/Title**

ATTEST:

\_\_\_\_\_  
Diane Whitbey, City Clerk

*Contract reviewed and approved by:*  
**Amy Beckman Fields**  
North Little Rock City Attorney

BY: \_\_\_\_\_  
Deputy City Attorney