INTERLOCAL COOPERATIVE PURCHASE AGREEMENT

This Agreement is entered into between the undersigned, municipal corporations of the State of Washington.

It is the purpose of this Agreement to provide for the cooperative purchase of materials, supplies and equipment by the parties to this Agreement when determined by the legislative body of a participating party to be in the best interest of such party. This Agreement is entered into under the authority of the Interlocal Cooperation Act, chapter 39.34 RCW.

It is agreed by the parties as follows:

1. **Term.** The term of this Agreement in respect to each party to this Agreement shall commence on the date of execution of the Agreement by that party and shall remain in effect until terminated by a party as provided in paragraph 5 of this Agreement.

2. **Cooperative Purchase.** Each party agrees to provide in bid proposals and specifications appropriate language to authorize and permit the other parties to the Agreement to purchase such materials, supplies and equipment under the terms and conditions of the purchase contract awarded by such party. Provided, however, the parties shall not be required to include such language when, in the sole discretion of the party going out to bid, the party determines that such language is not in the best interest of the party. The bid language to be included should be substantially as follows: "Interlocal Bids. Bids shall be subject to chapter 39.34 RCW, the Interlocal Cooperation Act, under which other governmental agencies may purchase through the bid proposal accepted."

3. **Discretion.** The determination of whether or not any party to this Agreement shall purchase materials, supplies or equipment under the terms and conditions of any purchase contract available to, or entered into, by the other parties under a statutory bidding procedure shall be made by the legislative body of the party desiring to make such purchase.

4. **Financial Responsibility.** Each party shall remain financially responsible for the payment of the purchase price of all materials, supplies and equipment purchased and received by such party under the terms of this Agreement.

5. **Ownership.** Title to all items purchased by any party to this Agreement shall remain in the name of such party.

6. **Termination.** Any party to this Agreement may terminate its participation in the Agreement by giving the other parties to the Agreement 30 days written notice of such intent to terminate.

7. **Limitations.** The parties shall not jointly acquire property or jointly budget funds under the authority of this Agreement.

8. **Statutory Compliance.** Each party agrees to comply with the statutory bidding requirements applicable to such party when acting under this Agreement.

9. **Administration.** No new or separate legal or administrative entity is created to administer the provisions of this agreement.
9. **Right to Contract – Independent Action Preserved.** Each party reserves the right to contract independently for the acquisition of goods or services without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity.

10. **Hold Harmless.** Each party shall indemnify, defend and hold the other party harmless from any liability arising from any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this agreement.

Dated: 11-7, 2017

**Puget Sound Regional Fire Authority**

By: ____________________________

Fire Chief

Dated: 11-7, 2017

**Renton Regional Fire Authority**

By: ____________________________

Fire Chief
PUBLIC NOTICE

The Puget Sound Regional Fire Authority (RFA) is accepting sealed bids for the firefighting personal protective equipment (PPE) or “Bunker Gear”. The deadline for sealed bids is **April 8th, 2018** at 2:30 p.m. Bids will be opened at 2:45 p.m. on **April 8th, 2018**, at 24611 116th Avenue SE, Kent, WA 98030. For information about the bidding process or to obtain a copy of the “Instructions to Bidders” and “Technical Specifications” please go to our website at [www.Pugetsoundfire.org](http://www.Pugetsoundfire.org) or contact the Puget Sound RFA at 253-856-4475 between the hours of 9:00 a.m. and 5:00 p.m. on all regular business days.
INSTRUCTIONS TO BIDDERS

Puget Sound Regional Fire Authority “Puget Sound Fire” is the entity issuing this invitation for bids. The RFA is a municipal corporation and a political subdivision of the state of Washington and is issuing this invitation for bids.

Background and Intent of Bid:

In 2009, members of Puget Sound, Renton Fire and Emergency Services, South King Fire and Rescue, SeaTac Fire Department, Valley Regional Fire Authority, Maple Valley Fire and Life Safety and Central Pierce Fire and Rescue formed a logistical support group “Evaluation Group” tasked with analyzing firefighting turnout ensembles for configuration, cost, and ultimately the safety of the Firefighter wearing the ensembles while in the discharge of suppression activities.

In 2010 the Evaluation Group undertook a systematic wear test evaluation of turnout gear supplied by Globe, Morning Pride, Sperian, Janesville and Fire Dex. All vendors of these products were provided specifications and a requirement that the total cost of the turnout jacket and pant configuration be less than $1,700 per unit.

As a result of this evaluation, the Evaluation Group has determined that the product produced by Janesville best suits the needs of the entities participating in the evaluation group. Documentation of the Evaluation Group study and results is on file and is available from Puget Sound Fire.

Based on the Evaluation Group’s study and recommendations, this request for bids is specifically limited to the Janesville product described in the attached Product Specifications. Compliance with the Product Specifications is mandatory and no exceptions to the Product Specifications will be permitted.

Puget Sound Fire Information:

Puget Sound Fire’s mailing address is: Puget Sound Regional Fire Authority
24611 116th Ave. S.E.
Kent, WA 98030-4939

For further information contact Puget Sound Fire at (253) 856-4468 between the hours of 7:00 a.m. and 2:00 p.m. on all regular business days.

Puget Sound Fire representative for all matters relating to this invitation for bids is: Captain Brian Kingery.

1. **Definitions** The following terms shall have the meaning set forth below when used in this instrument:

   1.1. **Bidder.** Any person or entity that submits a qualified bid in response to the invitation for bids by Puget Sound Fire.
1.2. **Qualified Bid.** Any bid submitted to Puget Sound Fire in response to the invitation for bids issued by Puget Sound Fire that complies with the bid requirements.

1.3. **Puget Sound Fire.** Puget Sound Regional Fire Authority.

1.4. **Supplier.** The bidder who is awarded the contract to supply the product described in the Product Specifications issued by Puget Sound Fire, whether referred to as successful bidder, contractor, or manufacturer in subsequent documents.

1.5. **Acceptance.** The term acceptance shall mean that time at which Puget Sound Fire indicates that the product, as received, substantially complies with the Product Specifications.

1.6. **Product Specifications.** The specifications attached hereto as Exhibit B.

2. **Invitation for Bids.** Puget Sound Fire will accept bid proposals for the purchase of a Turnout Gear as follows:

2.1. **Time.** Bid proposals must be received by Puget Sound Fire on or before 2:45 p.m. on May 3rd, 2018.

2.2. **Place.** Bid proposals may be mailed to Puget Sound Fire mailing address or delivered to the station located at the mailing address.

2.3. **Bid Opening.** Bids will be opened at 10:00 a.m. on May 4th, 2018 at 24611 116th AV SE Kent, Washington 98030.

2.4. **Board Action.** The Governing Board will review the bid proposals submitted at an open public meeting at 5:30 p.m. on May 16th, 2018 at Fire Station 78, 17820 SE 256th Street, Covington, Washington 98042, and may take formal action at that time or at a subsequent meeting.

3. **Acceptance - Rejection of Bids.** Puget Sound Fire reserves the right to reject any or all bids, to waive minor irregularities in any bids or in the bidding procedure, and to accept any bid presented which meets or exceeds these specifications and which the Governing Board of Puget Sound Fire deems to be in the best interest of Puget Sound Fire. The Governing Board reserves the right to accept the bid from the lowest responsible bidder taking into consideration the interests of Puget Sound Fire and participating agencies as a whole. This may or may not be the bid with the low bid price.

4. **Instruction to Bidders and Specifications.** The instructions to bidders and Product Specifications may be obtained by contacting Puget Sound Fire between the hours of 7:00 a.m. and 2:00 p.m. on all regular business days. Any questions regarding this specification must be submitted in writing and be received by the Puget Sound Fire Representative a minimum of five (5) business days prior to the bid opening date.
Clarifications, corrections and/or changes shall be sent out in writing via fax to all prospective bidders.

5. **Bid Marking.** All bids must be submitted in sealed envelopes and must be clearly marked on the outside of the envelope “Puget Sound Fire Turnout Gear Bid”

6. **Bid Submission.** A bidder may, without prejudice to the bidder, withdraw, modify, or correct a proposal after it has been deposited with Puget Sound Fire, provided the request is filed with Puget Sound Fire, in writing before the time set for opening the bid proposals. The original proposal, as modified by such writing, shall be considered as a proposal submitted by the bidder.

7. **Contents of Bid Proposal.** All bid proposals shall contain or be accompanied by the following:

   7.1. **Proposal.** A written proposal to manufacture and supply the product described in the Product Specifications in accordance with the instructions to bidders.

   7.2. **Qualification of Bidder.** Satisfactory evidence of the bidder's ability to construct the product specified. Each bidder shall furnish satisfactory evidence of their ability to construct the product specified and shall state the location of the factory where the product is to be built. They shall also show that they are in a position to render prompt service and to furnish replacement parts for said product.

   7.3. **Repair Services.** The bidder shall provide in the bid proposal a statement stating the length of time that parts and services will be available after delivery of the product and where such parts and services will be available.

   7.4. **Authority.** The bid must be signed by an authorized representative of the bidder. The bidder shall provide with the bid proposal, proof of such representative's authority to contractually bind the bidder.

   7.5. **Price.** The total bid price exclusive of state and local sales or use tax based on the estimated quantities recognizing that the exact number of units purchased may vary from estimated quantities. The proposal shall specify pricing by unit and shall identify any discounts and price breaks based on the number of units ordered. Puget Sound Fire shall take into consideration both the unit prices and the quantity discounts when determining the lowest responsible bidder that it is the best interest of Puget Sound Fire and the participating agencies. The proposal shall state a fixed price for one year and shall specify any rate increases for subsequent years up to a maximum of five years. All prices stated shall be exclusive of state and local sales and use taxes.

   7.6. **Rush Order Delivery Schedule.** The bidder shall identify whether bidder can provide expedited delivery within 30 days of order and shall identify the amount of any price markup applied to expedited deliveries.
7.7. **Emergent Order Delivery Schedule.** The bidder shall identify whether bidder can provide expedited delivery within 10 days of order and shall identify the amount of any price markup applied to expedited deliveries.

7.8. **Payment Terms.** The bid proposal must state the time at which the purchase price or any portion of the price shall become due, provided that the final payment, of no less than 10% of the entire purchase price, shall not be due until 30 days after the next regular meeting of the Governing Board of Puget Sound Fire following acceptance of the product by Puget Sound Fire.

7.9. **Delivery Date.** The bidder shall provide in the bid proposal the amount of time in which the product will be delivered to Puget Sound Fire. The delivery date shall be no later than ____ calendar days after execution of the contract by Puget Sound Fire subject only to labor strikes, acts of God or other delays not the fault of the Supplier.

8. **Compliance.** Puget Sound Fire advises all prospective bidders that compliance with the requirements of these instructions to bidders as well as the Product Specifications will be considered by the Governing Board in determining whether to accept or reject any bid.

9. **Material Considerations.** Each of the requirements contained in this document are material and the failure of a bidder to comply with each requirement may constitute grounds for the rejection of the bid at the discretion of the Governing Board.

10. **Bidding Errors.** Puget Sound Fire will not be liable for any errors in any Bidder proposal and Bidders will not be allowed to alter or modify bids after the Bid submittal deadline. Puget Sound Fire reserves the right to correct or amend errors such as typing, transposition or other obvious errors, however, Puget Sound Fire is not required to make such corrections or amendments. If a Bidder claims error and asks to be relieved of an award, the Bidder will be required to promptly present certified work sheets documenting the error. If Puget Sound Fire upon review of the works sheets is convinced, in Puget Sound Fire’s sole discretion, that an honest, mathematically excusable error or omission of costs has been made, the Bidder, upon forfeiture of Bidder’s bid bond may be relieved of Bidder’s bid. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control.

11. **Offer Irrevocable - Time Period.** All bid proposals shall be deemed to be offers to enter into a contract and shall be irrevocable for a period of thirty (30) days from the date of opening of the bids.

12. **Product Specifications.** The Product Specifications provided by Puget Sound Fire are the minimum requirements. No exceptions to the Product Specifications will be permitted.
13. **Contract Documents.** The contract must substantially be in the form attached hereto as Exhibit A. If bidder takes exception to any provisions of the contract form, such exceptions must be stated in the Proposal.

14. **Performance Bond.** Unless the purchase price is not due until after acceptance by Puget Sound Fire, the supplier shall provide to Puget Sound Fire a 100% performance bond within 10 days after acceptance of the bid proposal and execution of the contract with the supplier by Puget Sound Fire. The bond must be issued by a bonding company acceptable to Puget Sound Fire.

15. **Delivery Location.** Delivery of the product shall be F.O.B Puget Sound Fire, 8320 S. 208 ST., Suite H110, Kent, Washington 98032 or such other location as designated by Puget Sound Fire or other municipal corporation purchasing of this bid.

16. **Liquidated Damages.** If the Supplier fails to deliver the completed product to the location specified on or before the date specified in the contract, because of difficulty in computing the actual damages to Puget Sound Fire arising such delay, it is determined in advance and agreed by the parties that the Supplier shall pay Puget Sound Fire the amount of $100.00 per calendar day until the Supplier delivers the completed product to the location specified. The parties agree that this amount represents a reasonable forecast of the actual damages that Puget Sound Fire will suffer by failure of the Supplier to complete the product within the agreed time period. The execution of the Contract shall constitute acknowledgment by the Supplier that the Supplier has ascertained and agrees that Puget Sound Fire will suffer actual damages in the above amount for each day during which the completion of the product is delayed beyond the agreed completion date.

17. **Acceptance and Testing.** Acceptance of the product shall not occur at the factory if a factory pick-up by Puget Sound Fire personnel is selected. On receipt of the completed product at Puget Sound Fire’s designated location, Puget Sound Fire shall have a period of ten (10) days in which to inspect and test the product prior to acceptance. In the event the product fails to comply with the Product Specifications or fails to meet the test requirements after the first inspection and tests, the Supplier shall be immediately notified and shall have a period of 30 days after the completion of such inspection and tests to correct the noted deficiencies. Puget Sound Fire shall then have a second period of 15 days in which to re-inspect and re-test the product prior to acceptance. Failure to make such changes as Puget Sound Fire may consider necessary to conform to any provision of the Product Specifications within the 30 day period shall be cause for rejection of the product.

18. **Supplier Tests.** The bidder shall specify in the bid proposal all tests that will be performed by the Supplier on the product. All test results shall be provided to Puget Sound Fire.

19. **Warranty.** If the manufacturer’s warranty excludes warranties of any specific included components because such components are covered by the component manufacturer's warranty, the warranty of the component manufacturer shall be
included with the bid proposal. Unless otherwise stated, the warranty of the manufacturer shall cover all components of the product including accessories.

19.1. The warranty obligation shall include the following:

19.1.1. All materials and required labor.

19.1.2. All transportation and shipping costs for the product or any part of the product from Puget Sound Fire headquarters station to the place of repair and return.

19.1.3. The term of the warranty or warranties.

19.1.4. A copy of the warranty must be included in the bid.

20. **Statutes and Regulations.** The completed product must comply with the requirements of current NFPA pamphlet No. 1971, applicable federal statutes and regulations, applicable Washington statutes and regulations of the Department of Labor and Industries and all other applicable state regulatory agencies. In the event the Product Specifications cannot be complied with without violating such requirements, the bidder shall so state or if not discovered until after the contract has been executed, the Supplier shall advise Puget Sound Fire prior to construction of the product.

21. **Patents.** The supplier shall defend any and all suits and assume all liability for any claims against Puget Sound Fire, or any of its officials, employees, and agents, for the use of any patented process, device or article forming a part of the product or any appliance to be furnished under the contract.

22. **Conflict of Interest.** Bidders must certify that no officer, agent, or employee of Puget Sound Fire who has participated in the contract negotiations on the part of Puget Sound Fire has a pecuniary interest in the bid proposal and that the proposal is made in good faith without fraud, collusion, or participation of any kind by any other bidder under the same call for bids and that the bidder is submitting the bid in its own behalf and not as an undisclosed agent of any person or firm.

23. **Interlocal Bids.** Bids shall be subject to chapter 39.34 RCW, the Interlocal Cooperation Act, under which other governmental agencies may purchase through the bid proposal accepted by Puget Sound Fire. Puget Sound Fire accepts no responsibility for the performance of a purchasing contract by the successful bidder and Puget Sound Fire accepts no responsibility for payment of the purchase price by any entity purchasing under this provision. Without limiting the foregoing, Bidder’s acknowledge that certain entities may agree to jointly purchase the product under this bid and that joint purchases shall be considered as a single purchase for purposes of any quantity discounts.
EXHIBIT A

MATERIALS AND SUPPLIES AGREEMENT

between Puget Sound Regional Fire Authority and

____________________

THIS AGREEMENT is made by and between Puget Sound Regional Fire Authority, a Washington municipal corporation "PUGET Sound Fire", and ______________ "Vendor".

In consideration of the payments, covenants, and agreements hereinafter mentioned, to be made or performed by the parties hereto, the parties covenant and agree to the following:

1. Agreement.

1.1. PUGET Sound Fire has accepted Vendors proposal to provide ________________ as identified in the following documents, the terms of which, by this reference are incorporated herein “Materials”:


Attachment B: Instructions to Bidders, and

Attachment C: Vendor’s Proposal dated ______________.

1.2. The terms of this Agreement, including the Attachments, shall be read together. Unless otherwise specified in this Agreement, in the event that any of the terms of the Agreement including the Attachments conflict with each other, the following shall be the order of precedence:

a. This Agreement shall take precedence over the terms of any other portion of this Agreement. Attachment A shall take precedence over Attachments B, and C. Attachment B shall take precedence over Attachment C.

2. Term. Unless terminated pursuant to Paragraph 11 below, this Agreement shall be valid for a maximum of five (5) years. Maximum of 3% price increases annually. Vendor reserves the right to renegotiate the price if those future NFPA changes make the current pricing structure prohibitive.

3. Quantity of Materials Purchased. Puget Sound Fire will purchase the Materials on a periodic basis, by separate purchase order, over the Agreement term.

Exhibit A - 1
4. **Payment:**

4.1. The total amount to be paid for the Materials shall be specified by purchase order and shall be based on the prices specified in the Vendor’s proposal, plus any applicable Washington State sales tax. Payment shall be made within thirty (30) days of Puget Sound Fire’s acceptance of Materials.

4.2. If Puget Sound Fire objects to all or any portion of an invoice, it shall notify Vendor and reserves the option to only pay that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

5. **Order Processing.** Vendor agrees to process orders from Puget Sound Fire consistent with the following timeframes:

5.1. Vendor shall process Puget Sound Fire orders to Materials Manufacturer within 2 business days of receipt. Vendor shall provide Puget Sound Fire with written confirmation that the order has been processed.

5.2. Materials Manufacturer shall enter Puget Sound Fire Orders for production within 2 business days of receipt from Vendor. Vendor shall provide Puget Sound Fire with written confirmation that this requirement has been met.

6. **Delivery of Materials.**

6.1. Vendor agrees to deliver/fulfill Puget Sound Fire orders of specified gear & materials free of defects and which conform to the specifications set forth in this Agreement 75 days from the date of the order, F.O.B. Puget Sound Regional Fire Authority, provided, the risk of loss for any defect or damage to the Materials shall remain with Vendor until the Materials are accepted by Puget Sound Fire.

6.2. For Recruit orders requiring faster deliver, Vendor/Manufacturer will on special occasion, only when acknowledged in advance, offer 45-day shipment of these special orders. These Recruit or Rush orders must be clearly identified on Puget Sound Fire’s purchase orders and shall be confirmed/acknowledged by Vendor/Manufacturer confirming the rush nature of the order, provided, the risk of loss for any defect or damage to the Materials shall remain with Vendor until the Materials are accepted by Puget Sound Fire.

7. **Special Requirements of Vendor.**

7.1. **Sizing Set.** Vendor agrees to provide at no charge to Puget Sound Fire a wide-ranging Sizing Set (coat sizes 3832R to 5032R, pants sizes 34L to 48L) of same model for the purposes of Puget Sound Fire sizing its Members, Recruits and any personnel needing Turnout gear per spec. All garment sizes shall be marked on the garment with 3” lettering.
7.2. **Research & Development.** With the ever-changing advancements in technologies of fabrics and designs for protective clothing, Puget Sound Fire will require assistance in research and development from the manufacturer. Those requirements are as follows:

a. There shall be a research and development conference for Fire protective coats and pants with the Manufacturer, Vendor and representatives of Puget Sound Fire. This conference shall be at a mutually agreed place and time, twice per contracted year.

b. If necessary for the evaluation of any new R & D referenced above, Manufacturer and Puget Sound Fire will collaborate to determine what, if any, Wear test sets might be required.

7.3. **Rental Gear.** In the event Puget Sound Fire rents gear from Vendor or Manufacturer, Vendor and Manufacturer agree that Puget Sound Fire will be permitted to use Northwest Safety Clean to wash rental gear while in Puget Sound Fire’s possession.

8. **Inspection of Materials.**

8.1. On receipt of the completed Materials at Puget Sound Fire’s designated location, Puget Sound Fire shall have a period of ten (10) business days in which to inspect and test the Materials for any defects, irregularities, non-conformities, and defects in workmanship and appearance, and to reject non-conforming or defective Materials. Puget Sound Fire will notify Vendor of the rejection of the Materials in writing. Puget Sound Fire will also provide Vendor with a written description of the reason(s) for rejection. Puget Sound Fire will hold the Materials in its possession with reasonable care at Vendor's disposition for a time sufficient to permit Vendor to remove the Materials. If Vendor gives no instructions within a reasonable time after notification of the rejection, Puget Sound Fire will store the Materials at Vendor’s expense and such expense shall become a security interest in favor of Puget Sound Fire. The parties understand that in the case of rejection, Puget Sound Fire is not required to store the Materials in an enclosed area.

8.2. Puget Sound Fire reserves its right to withhold payment from Vendor for any rejected Materials. If Vendor is unable, for any reason, to complete any part of this Agreement, Puget Sound Fire may obtain the Materials from other sources, and Vendor shall be liable to Puget Sound Fire for any additional costs incurred by Puget Sound Fire. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by Puget Sound Fire beyond the maximum Agreement price specified above. Puget Sound Fire further reserves its right to deduct these additional costs incurred to complete this Agreement with other sources, from any and all amounts due or to become due the Vendor.

9. **Acceptance of Materials.** Acceptance of the Materials shall occur after the Materials pass post-delivery inspections and tests. The fact that Puget Sound Fire uses the Materials for the inspection and tests shall not constitute acceptance. Upon acceptance of the Materials and
payment by Puget Sound Fire pursuant to this Agreement, ownership and title of the Materials shall pass to Puget Sound Fire.

10. **Time is of the Essence/Liquidated Damages**

10.1. Puget Sound Fire and Vendor agree that time is of the essence in the performance of this Agreement.

10.2. If the Vendor fails to deliver the completed Materials to the location specified on or before the date specified in the Agreement, because of difficulty in computing the actual damages to Puget Sound Fire arising such delay, it is determined in advance and agreed by the parties that the Supplier shall pay Puget Sound Fire the amount of $100.00 per calendar day until the Vendor delivers the completed product to the location specified. The parties agree that this amount represents a reasonable forecast of the actual damages that Puget Sound Fire will suffer by failure of the Vendor to complete the product within the agreed time period. The execution of this Agreement shall constitute acknowledgment by the Vendor that the Vendor has ascertained and agrees that Puget Sound Fire will suffer actual damages in the above amount for each day during which the completion of the product is delayed beyond the agreed completion date. Provided, however, delays directly attributed to shipper delays or manufacturing shortages and delay out of Vendor's control shall not trigger this liquidated damages provision.

11. **Warranty.** Vendor warrants and guarantees that the Materials will be manufactured in accordance with the specifications set forth in the attachments to this Agreement.

11.1. The warranty obligations shall include: all materials and required labor, all transportation and shipping costs for the product and any part of the product from Puget Sound Fire’s logistics unit to the place of repair and return.

12. **Non-Discrimination.** In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, Vendor, its sub-contractors, or any person acting on behalf of Vendor or its sub-contractor shall not, by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

13. **Termination.** This Agreement may be terminated in whole or in part:

13.1. By the mutual written agreement of Puget Sound Fire and Vendor. The Agreement to terminate shall include the conditions of termination, the effective date, and in the case of termination in part, the portion to be terminated.

13.2. Puget Sound Fire may terminate the Agreement at any time upon written notice to Vendor, provided that Puget Sound Fire will pay for all Materials ordered and accepted in the manner provided herein prior to the specified termination date.
13.3. After the effective date of termination, no charges incurred under this Agreement, or terminated portions thereof, are allowable.

14. **Severability.** If any term, provision, condition, or other portion of this Agreement, or its application to any person is held to be inoperative, invalid, or void, then the same shall not affect any other term, provision, condition, or any other portion of this Agreement or its application to any person.

15. **Cumulation of Remedies.** All remedies available to either party for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

16. **Non-Waiver of Breach.** No term or provision hereof shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party, or waiver of, the breach of the other whether expressed or implied shall not constitute a continuing waiver of or consent to, nor excuse a different or subsequent breach. The failure of Puget Sound Fire to enforce one portion of this Agreement shall not constitute a waiver, or excuse the breach, of another portion of this Agreement.

17. **Choice of Law.** This Agreement shall be exclusively governed and controlled by the laws of the State of Washington, including, but not limited to, the State’s Uniform Commercial Code as contained in Chapter 62A.2 RCW. To the extent that this Agreement conflicts with the provisions of Chapter 62A.2 RCW, the terms of this Agreement shall control. Jurisdiction and venue for any action relating to this Agreement shall exclusively be in the Superior Court for King County, Washington.

18. **Modification.** This Agreement may only be amended or modified by the mutual written agreement of the parties. All amendments or modifications shall be signed by both parties and be attached to this Agreement.

19. **Standard of Performance.** All work to be performed by Vendor shall be performed in a workman-like manner in accordance with generally accepted professional practices in effect at the time such work is performed.

20. **Notices.** All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

21. **Authority.** Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement and understands and agrees to be bound by its terms.
22. **Entire Agreement.** This Agreement together with the attachments constitutes the entire agreement between Puget Sound Fire and Vendor. With the exception of properly executed written modifications, representations, either written or oral, that do not conform to the “modification” section of this Agreement, shall not be considered part of this Agreement.

23. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

The parties hereto have executed this Agreement on the day and year written below. If the dates written below do not coincide, the latest written date shall act as the effective date of this Agreement.

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<th>VENDOR:</th>
<th>PUGET SOUND REGIONAL FIRE AUTHORITY:</th>
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<td>By:____________________</td>
<td>By:___________________ (signature)</td>
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**NOTICES TO BE SENT TO:**

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<th>VENDOR:</th>
<th>PUGET SOUND FIRE:</th>
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<td>Captain Brian Kingery</td>
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<td>Puget Sound Regional Fire Authority</td>
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<td>24611 116th Ave. S.E.</td>
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<td>Kent, WA 98030-4939</td>
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<td></td>
<td>Phone 253-856-4468</td>
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<td></td>
<td>Fax 253-856-6300</td>
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PUGET SOUND FIRE AUTHORITY
INVITATION FOR BIDS

7.1 Proposal:

SeaWestern is supplying a bid response to provide Lion Protection Products, turnout model “V-Force” protective garments for the bid request from Puget Sound Fire Authority. The bid submitted by SeaWestern is 100% compliant to the Product Specifications that where published by Puget Sound Fire Authority. We have attached to this document the published Product Specifications and a marking showing compliance to all of the listed specifications.

7.2 Qualification of Bidder:

SeaWestern has been providing firefighting equipment to the Northwest Fire Service for the past 41 years. Based in Kirkland, WA, SeaWestern is able, with its team of sales professionals and associates, to work hand in hand with the fire department on any issues that might arise or assist the fire department with any matters. This may include introduction of new materials, designs or technologies to the fire department, or assisting the department with the sizing of fire department members for new gear. SeaWestern is proud to have been a Lion Protection Products distributor for the past 32 years.

Lion Protection Products is a family owned and operated business based in Dayton, Ohio. Lion has its manufacturing facilities located in West Liberty, KY and a distribution facility in Hazel Green, KY. Lion also has a team of regional sales professionals that can assist the fire department with new turnout technologies and industry changes. Lion is the largest supplier of protective clothing for the North American fire services market, which provides them the experience and infrastructure to be able to properly supply Puget Sound Fire Authority with its protective clothing needs.
7.3 Repair Services:

Repair parts and service will be available for a minimum of 10 years after the production of the product. Repair parts and materials are available from the Lion’s distribution facility in Hazel Green as well as Lion’s Total Care centers in Chicago and Houston.

Northwest Safety Clean (NWSC) is also an authorized local ISP service center for Lion gear. Lion supports NWSC with continued product education and knowledge of manufacturing changes.

7.4 Authority:

Bid documents are signed by Adrian Parker the SeaWestern sales associate for Puget Sound Regional Fire Authority. He is supported in the preparation by the President of SeaWestern Steve Morris on this bid submission to the fire department.

7.5 Price:

Please note pricing sheet included.

7.6 Rush Order Delivery Schedule:

SeaWestern and Lion can provide the department with a “Rush” delivery of 30 days. The additional cost of this “rush” would be a 20% increase to base price.

7.7 Emergent Order Delivery Schedule:

SeaWestern and Lion cannot produce turnouts within 10 days of order. For these situations we would need to use the Lion Total Care loaner turnout program to be able to supply turnouts in an “emergent” manner to the department. Rental gear can be delivered within 5 business days to the fire department.

7.8 Payment Terms:

Payment for turnouts is expected to be paid in full within 30 days of delivery of the gear to the fire department.

7.9 Delivery Date:

Delivery of turnouts to the department shall take place within 75 days of the time of order, subject to labor strikes, acts of God or other delays not the fault of the Lion or SeaWestern.
Respectfully Submitted,

[Signature]

Adrian Parker
SeaWestern Inc.

[Signature]

Steve Morris
SeaWestern Inc.
EXHIBIT A

MATERIALS AND SUPPLIES AGREEMENT

between Puget Sound Regional Fire Authority and

SeaWestern

THIS AGREEMENT is made by and between Puget Sound Regional Fire Authority, a Washington municipal corporation "PUGET Sound Fire", and SeaWestern "Vendor".

In consideration of the payments, covenants, and agreements hereinafter mentioned, to be made or performed by the parties hereto, the parties covenant and agree to the following:

1. Agreement.

1.1. PUGET Sound Fire has accepted Vendors proposal to provide Lion PPE, Inc. as identified in the following documents, the terms of which, by this reference are incorporated herein "Materials":


Attachment B: Instructions to Bidders, and

Attachment C: Vendor's Proposal dated 5/3/2018

1.2. The terms of this Agreement, including the Attachments, shall be read together. Unless otherwise specified in this Agreement, in the event that any of the terms of the Agreement including the Attachments conflict with each other, the following shall be the order of precedence:

a. This Agreement shall take precedence over the terms of any other portion of this Agreement. Attachment A shall take precedence over Attachments B, and C. Attachment B shall take precedence over Attachment C.

2. Term. Unless terminated pursuant to Paragraph 11 below, this Agreement shall be valid for a maximum of five (5) years. Maximum of 3% price increases annually. Vendor reserves the right to renegotiate the price if those future NFPA changes make the current pricing structure prohibitive.

3. Quantity of Materials Purchased. Puget Sound Fire will purchase the Materials on a periodic basis, by separate purchase order, over the Agreement term.
4. **Payment:**

4.1. The total amount to be paid for the *Materials* shall be specified by purchase order and shall be based on the prices specified in the Vendor’s proposal, plus any applicable Washington State sales tax. Payment shall be made within thirty (30) days of Puget Sound Fire’s acceptance of Materials.

4.2. If Puget Sound Fire objects to all or any portion of an invoice, it shall notify Vendor and reserves the option to only pay that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

5. **Order Processing.** Vendor agrees to process orders from Puget Sound Fire consistent with the following timeframes:

5.1. Vendor shall process Puget Sound Fire orders to Materials Manufacturer within 2 business days of receipt. Vendor shall provide Puget Sound Fire with written confirmation that the order has been processed.

5.2. *Materials* Manufacturer shall enter Puget Sound Fire Orders for production within 2 business days of receipt from Vendor. Vendor shall provide Puget Sound Fire with written confirmation that this requirement has been met.

6. **Delivery of Materials.**

6.1. Vendor agrees to deliver/fulfill Puget Sound Fire orders of specified gear & materials free of defects and which conform to the specifications set forth in this Agreement 75 days from the date of the order, F.O.B. Puget Sound Regional Fire Authority, provided, the risk of loss for any defect or damage to the *Materials* shall remain with Vendor until the *Materials* are accepted by Puget Sound Fire.

6.2. For Recruit orders requiring faster deliver, Vendor/Manufacturer will on special occasion, only when acknowledged in advance, offer 45-day shipment of these special orders. These Recruit or Rush orders must be clearly identified on Puget Sound Fire’s purchase orders and shall be confirmed/acknowledged by Vendor/Manufacturer confirming the rush nature of the order, provided, the risk of loss for any defect or damage to the *Materials* shall remain with Vendor until the *Materials* are accepted by Puget Sound Fire.

7. **Special Requirements of Vendor.**

7.1. **Sizing Set.** Vendor agrees to provide at no charge to Puget Sound Fire a wide-ranging Sizing Set (coat sizes 3832R to 5032R, pants sizes 34L to 48L) of same model for the purposes of Puget Sound Fire sizing its Members, Recruits and any personnel needing Turnout gear per spec. All garment sizes shall be marked on the garment with 3” lettering.

7.2. **Research & Development.** With the ever-changing advancements in technologies of
a. There shall be a research and development conference for Fire protective coats and pants with the Manufacturer, Vendor and representatives of Puget Sound Fire. This conference shall be at a mutually agreed place and time, twice per contracted year.

b. If necessary for the evaluation of any new R & D referenced above, Manufacturer and Puget Sound Fire will collaborate to determine what, if any, Wear test sets might be required.

7.3. Rental Gear. In the event Puget Sound Fire rents gear from Vendor or Manufacturer, Vendor and Manufacturer agree that Puget Sound Fire will be permitted to use Northwest Safety Clean to wash rental gear while in Puget Sound Fire's possession.

8. Inspection of Materials.

8.1. On receipt of the completed Materials at Puget Sound Fire's designated location, Puget Sound Fire shall have a period of ten (10) business days in which to inspect and test the Materials for any defects, irregularities, non-conformities, and defects in workmanship and appearance, and to reject non-conforming or defective Materials. Puget Sound Fire will notify Vendor of the rejection of the Materials in writing. Puget Sound Fire will also provide Vendor with a written description of the reason(s) for rejection. Puget Sound Fire will hold the Materials in its possession with reasonable care at Vendor's disposition for a time sufficient to permit Vendor to remove the Materials. If Vendor gives no instructions within a reasonable time after notification of the rejection, Puget Sound Fire will store the Materials at Vendor's expense and such expense shall become a security interest in favor of Puget Sound Fire. The parties understand that in the case of rejection, Puget Sound Fire is not required to store the Materials in an enclosed area.

8.2. Puget Sound Fire reserves its right to withhold payment from Vendor for any rejected Materials. If Vendor is unable, for any reason, to complete any part of this Agreement, Puget Sound Fire may obtain the Materials from other sources, and Vendor shall be liable to Puget Sound Fire for any additional costs incurred by Puget Sound Fire. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by Puget Sound Fire beyond the maximum Agreement price specified above. Puget Sound Fire further reserves its right to deduct these additional costs incurred to complete this Agreement with other sources, from any and all amounts due or to become due the Vendor.

9. Acceptance of Materials. Acceptance of the Materials shall occur after the Materials pass post-delivery inspections and tests. The fact that Puget Sound Fire uses the Materials for the inspection and tests shall not constitute acceptance. Upon acceptance of the Materials and
payment by Puget Sound Fire pursuant to this Agreement, ownership and title of the Materials shall pass to Puget Sound Fire.

10. **Time is of the Essence/Liquidated Damages**

10.1. Puget Sound Fire and Vendor agree that time is of the essence in the performance of this Agreement.

10.2. If the Vendor fails to deliver the completed Materials to the location specified on or before the date specified in the Agreement, because of difficulty in computing the actual damages to Puget Sound Fire arising such delay, it is determined in advance and agreed by the parties that the Supplier shall pay Puget Sound Fire the amount of $100.00 per calendar day until the Vendor delivers the completed product to the location specified. The parties agree that this amount represents a reasonable forecast of the actual damages that Puget Sound Fire will suffer by failure of the Vendor to complete the product within the agreed time period. The execution of this Agreement shall constitute acknowledgment by the Vendor that the Vendor has ascertained and agrees that Puget Sound Fire will suffer actual damages in the above amount for each day during which the completion of the product is delayed beyond the agreed completion date. Provided, however, delays directly attributed to shipper delays or manufacturing shortages and delay out of Vendor's control shall not trigger this liquidated damages provision.

11. **Warranty.** Vendor warrants and guarantees that the Materials will be manufactured in accordance with the specifications set forth in the attachments to this Agreement.

11.1. The warranty obligations shall include: all materials and required labor, all transportation and shipping costs for the product and any part of the product from Puget Sound Fire’s logistics unit to the place of repair and return.

12. **Non-Discrimination.** In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, Vendor, its sub-contractors, or any person acting on behalf of Vendor or its sub-contractor shall not, by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

13. **Termination.** This Agreement may be terminated in whole or in part:

13.1. By the mutual written agreement of Puget Sound Fire and Vendor. The Agreement to terminate shall include the conditions of termination, the effective date, and in the case of termination in part, the portion to be terminated.

13.2. Puget Sound Fire may terminate the Agreement at any time upon written notice to Vendor, provided that Puget Sound Fire will pay for all Materials ordered and accepted
22. **Entire Agreement.** This Agreement together with the attachments constitutes the entire agreement between Puget Sound Fire and Vendor. With the exception of properly executed written modifications, representations, either written or oral, that do not conform to the "modification" section of this Agreement, shall not be considered part of this Agreement.

23. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

The parties hereto have executed this Agreement on the day and year written below. If the dates written below do not coincide, the latest written date shall act as the effective date of this Agreement.

<table>
<thead>
<tr>
<th>VENDOR:</th>
<th>PUGET SOUND REGIONAL FIRE AUTHORITY:</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: Steve Morris</td>
<td>By:</td>
</tr>
<tr>
<td>(signature)</td>
<td>(signature)</td>
</tr>
<tr>
<td>Print Name: Steve Morris</td>
<td>Print Name: Matthew L. Morris</td>
</tr>
<tr>
<td>Its Sea Western</td>
<td>Its Fire Chief</td>
</tr>
<tr>
<td>DATE: 5-3-2018</td>
<td>DATE: 5/17/2018</td>
</tr>
</tbody>
</table>

NOTICES TO BE SENT TO:

<table>
<thead>
<tr>
<th>VENDOR:</th>
<th>NOTICES TO BE SENT TO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sea Western</td>
<td>PUGET SOUND FIRE:</td>
</tr>
<tr>
<td>P.O. Box 51</td>
<td>Captain Brian Kingery</td>
</tr>
<tr>
<td>Kirkland, WA 98083</td>
<td>Puget Sound Regional Fire Authority</td>
</tr>
<tr>
<td>800-327-5312</td>
<td>24611 116th Ave. S.E.</td>
</tr>
<tr>
<td></td>
<td>Kent, WA 98030-4939</td>
</tr>
<tr>
<td></td>
<td>Phone 253-856-4468</td>
</tr>
<tr>
<td></td>
<td>Fax 253-856-6300</td>
</tr>
</tbody>
</table>
TO: Puget Sound Regional Fire Authority  
24611 116th Ave Southeast  
Kent, WA 98030-4939  

ATTN: Captain Brian Kingery  

Replying to your inquiry  

we are pleased to quote as follows:  

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>QTY</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td><strong>LION V-FORCE TUN ROUTS</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><em>Lion V-Force Turnout Coat</em></td>
<td>$1,375.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Includes: Black PBI/Kevlar MAX Outershell Material with C7 ISO/DRI Thermal Liner System with Crosstech Black Moisture Barrier. Cargo Pockets, Radio Pocket and Flashlight Assembly and Lettering Installed as Requested in Department Specifications.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td><em>Lion V-Force Turnout Pant</em></td>
<td>$933.00</td>
</tr>
</tbody>
</table>

FOB: Kent, WA  
DELIVERY: 75 Days  

TERMS: Net on Receipt  

Sea Western, Inc.  
By: Steve Morris / President
<table>
<thead>
<tr>
<th>ITEM NO.</th>
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<th>UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td></td>
<td>Lion “Vented” Liner System</td>
<td>$24.95</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>In Place of Standard Liner System.</td>
<td></td>
<td></td>
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<tr>
<td>4</td>
<td></td>
<td><em>Lion “Straight” Wristlet</em></td>
<td>$5.95</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>6” Straight Wristlet with No Thumb Hole.</td>
<td></td>
<td></td>
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<tr>
<td>5</td>
<td></td>
<td><strong>Lion Accountability Patch</strong></td>
<td>$49.50</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>7” x 22” Hanging Name Plate made of Outershell Material with Velcro Attachment and Corner Snaps with 2” Yellow Scotchlite Letters. Top Line “PUGET SOUND” Bottom Line “LAST NAME”. Loose stock or spares. Not in addition to base price.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td><em>Lion Trim Color – Red / Orange Ventilated Trim Color</em></td>
<td>No Charge</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Same Configuration as Specified, but in Red / Orange Trim in Place of Yellow Trim.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td><strong>Lion Black PBI/Kevlar 6.0 oz. Outershell Material</strong></td>
<td>No Charge</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td><strong>Lion H-Back Suspender System.</strong></td>
<td>$35.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Black Material with Blue Padding with Yellow Trim and Self-Material Attachment with Parachute Style Adjustment.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td><strong>Lion V-Back Suspender System.</strong></td>
<td>$64.95</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
<td><strong>Lion Zipper Liner Attachment System for Coat</strong></td>
<td>$16.95</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Zipper in Coat Collar Attachment, Zipper in Wristlet Liner Attachment.</td>
<td></td>
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</tr>
</tbody>
</table>

**FOB:** Kent, WA  
**TERMS:** Net on Receipt  
**DELIVERY:** 75 Days after receipt of order  
**By:** Steve Morris / President
TO: Puget Sound Regional Fire Authority  
24611 116th Ave Southeast  
Kent, WA 98030-4939  

ATTN: Captain Brian Kingery

Replied to your inquiry we are pleased to quote as follows:

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</tr>
</thead>
<tbody>
<tr>
<td>11.</td>
<td></td>
<td>Lion Zipper Liner Attachment System for Pant</td>
<td>$8.75</td>
<td></td>
</tr>
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<td></td>
<td></td>
<td>Zipper in Pant Fly for Liner Attachment.</td>
<td></td>
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</tr>
<tr>
<td>12.</td>
<td></td>
<td>Lion Additional Radio Pocket</td>
<td>$36.95</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Second Radio Pocket Installed in Place of Flashlight Assembly.</td>
<td></td>
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<tr>
<td>13.</td>
<td></td>
<td>Lion Semi-Bellows Hand Warmer Coat Pockets</td>
<td>$44.00</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>9&quot; x 9&quot; Pockets with Black Fleece Lining Material.</td>
<td></td>
<td></td>
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<tr>
<td>14.</td>
<td></td>
<td>Lion &quot;Chicago&quot; Closure System</td>
<td>$45.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Internal Hook and Dees with Storm Flap with Velcro Over the Top of the Hooks.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td></td>
<td>Lion &quot;Napoleon&quot; Chest Pocket</td>
<td>$43.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Chest Pocket with Zipper Closure.</td>
<td></td>
<td></td>
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<tr>
<td>16.</td>
<td></td>
<td>Lion &quot;Vis-A-V&quot; Trim Pattern on Coat</td>
<td>$47.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Vertical Trim on Lower Back of Coat.</td>
<td></td>
<td></td>
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<tr>
<td>17.</td>
<td></td>
<td>Lion &quot;Split&quot; Bellows Pocket</td>
<td>$50.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>9&quot; x 10&quot; x 2&quot; Split Bellow Pocket on Pant with Split Pocket Flap.</td>
<td></td>
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<tr>
<td>18.</td>
<td></td>
<td>Lion &quot;Weaver&quot; Knee Design</td>
<td>$70.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Additional Layer of Silicone Padding in Knee Design.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td></td>
<td>Lion Modify Liner System to &quot;K7&quot; for the Coat</td>
<td>$45.00</td>
<td>Deduction</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Change Liner System to &quot;K7&quot; Thermal Liner System from Standard Center Cut Thermal Liner System</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

FOB: Kent, WA  
DELIVERY: 75 Days  
TERMS: Net on Receipt  

Sea Western, Inc.  
By: Steve Morris / President
**QUOTATION**

TO: Puget Sound Regional Fire Authority  
24611 116th Ave Southeast  
Kent, WA 98030-4939  

ATTN: Captain Brian Kingery  

Replying to your inquiry we are pleased to quote as follows:

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</tr>
</thead>
</table>
| 20.      |     | *Lion Modify Liner System to “K7” for the Pant*  
Change Liner System to “K7” Thermal Liner System from Standard Center Cut Thermal Liner System | ($37.50) Deduction |

FOB: Kent, WA  
DELIVERY: 75 Days

TERMS: Net on Receipt  

Sea Western, Inc.  
By: Steve Morris / President
PUGET SOUND FIRE AUTHORITY
V-FORCE SPECIFICATION

V-FORCE COAT FEATURES:

1. ISODRI System, with PBI/Kevlar MAX 7oz Black Outer Shell Material.
2. Center Cut Thermal Liner System with Crosstech Black Moisture Barrier.
3. Lime / Yellow 3" Ventilated Scotchlite Triple Trim, in New York City Pattern
   With Two Rows of Stitching.
5. Over-the-Thumb Wristlets.
6. V-Notch Elbow Design with Black PBI/Kevlar MAX Material as a
   Reinforcement.
8. Extra Layer of Thermal Liner in Back Yoke of Liner, for added Thermal
   Protection in Compression Area of SCBA.
11. Over the Top Liner Attachment System, with Velcro Hook and Loop.
12. Zip in Liner Attachment for Reduced Bulk and Easy Orientation.
13. 6" x 10" x 2" Full Bellows Pockets with Kevlar Twill Reinforcement on the Inside.
14. Radio Pocket, 4" x 9" x 2" Located on Left Chest Angled at One O’clock
    towards the Left Side.
16. Flashlight Assembly Located on Right Chest, Downwards Facing Dee Hook
    and Self Material Utility Strap with Velcro Closure.
17. Self-Material Mic Tab Located Above Flashlight Assembly on Right Side.
18. Two Options for Hanging Name Plate or Accountability Patch:
    Option #1: 5” x 18” Hanging Name Plate with Velcro Attachment and Snaps in
    the Corners with 3” Yellow Letters, “LAST NAME”
    Option #2: 7” x 22” Hanging Name Plate with Velcro Attachment and Snaps in
    the Corners with 2” Yellow Letters “PUGET SOUND” and Second Line to have
    “LAST NAME”.
19. American Flag on Right Shoulder, with Stars in Upper Right Corner of the Flag.
PUGET SOUND FIRE AUTHORITY
V-FORCE SPECIFICATION

V-FORCE PANT FEATURES:
1. ISODRI System, PBI/Kevlar MAX 7oz Black Outer Shell Material.
2. Center Cut Thermal Liner System with Crosstech Black Moisture Barrier.
3. Lime / Yellow 3" Ventilated Scotchlite Triple Trim, in New York City Pattern With Two Rows of Stitching.
4. 2" Kevlar Belt System with Three Belt Loops.
5. Side Take-Up Straps.
6. Internal Zipper with Velcro Closure.
7. Snap in Liner Attachment for Reduced Bulk and Easy Orientation.
8. V-Notch Knee, 7" x 10" Knee with 2" Radial Bellows for Improved Mobility with a 7" x 10" Black Arashield Reinforcement Patch with a layer of Lite and Dry Padding under Outer Shell for Added Padding.
9. Extra Layer of Lite and Dry Padding in Knees.
10. 9" x 10" x 2" Full Bellows Pocket with Kevlar Twill Lining on the Inside, Black Arashield on Outside, Located on the Left Thigh.
11. 9" x 10" x 2" Full Bellows Pocket with Integrated “Tool” Pocket and Kevlar Twill Lining on the Inside, Black Arashield on Outside, Located on the Right Thigh.
12. Self Material Suspender Attachments, with Leather Reinforcement and Snap Attachment.
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.

 ✓ COMPLIANT     ☐ EXCEPTION

STANDARDS: All garments produced shall meet or exceed the criteria set forth in the current edition of NFPA 1971 STANDARD ON PROTECTIVE ENSEMBLES FOR STRUCTURAL FIRE FIGHTING AND PROXIMITY FIRE FIGHTING, FED-OSHA CFR 1910, Subpart L, OHSA 29 CFR Part 1910.1030 and/or the requirements of CAL-OSHA title 8, Article 10.1, Para. 3406.

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

 ✓ COMPLIANT     ☐ EXCEPTION

The manufacturer shall be registered to the ISO Standard 9001 to assure a satisfactory level of quality.

 ✓ COMPLIANT     ☐ EXCEPTION

COMPOSITE PERFORMANCE: The garment composite, consisting of the outer shell, moisture barrier and thermal liner, shall provide a Thermal Protective Performance (TPP) of not less than 42.9 when tested in accordance with NFPA 1971 standard.

 ✓ COMPLIANT     ☐ EXCEPTION

The garment composite, consisting of the outer shell, moisture barrier and thermal liner, shall provide a Total Heat Loss (THL) of not less than 264.8 when tested in accordance with NFPA 1971 standard.

 ✓ COMPLIANT     ☐ EXCEPTION

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

 ✓ COMPLIANT     ☐ EXCEPTION

OUTER SHELL MATERIAL: PBI® MAX +/- 7.0 oz./sq. yd. 70% "PBI Dominant" PBI®/KEVLAR® spun yarns/30% 600 denier KEVLAR® filament in a twill weave with extremely durable FPE water resistant Teflon® FPE alloy finish. Color shall be black. Option for 6.0 oz./sq. yd. PBIMax at no additional cost.
✓ COMPLIANT   ___ EXCEPTION

MOISTURE BARRIER MATERIAL: CROSSTECH® BLACK (Type 2F): NOMEX® substrate laminated to a lightweight breathable, cPTFE membrane; weighing 4.7 oz./sq. yd.

✓ COMPLIANT   ___ EXCEPTION

THERMAL LINER MATERIAL: The thermal liner shall be comprised of Glide Ice™ high-lubricity, stress reducing, filament/spun face cloth weighing 3.6 oz./sq.yd. The Nomex filament yarns shall represent no less than 60% of the face cloth’s composition and shall be positioned in the warp direction of the weave in order to optimize their slippery characteristics on the face. Spun yarns comprised of 30% Nomex and 10% Lenzing FR with superior wicking characteristics shall be used to promote moisture management within the garment. The Glide Ice™ face cloth shall be quilted to one layer of apertured (11-13 apertures/sq. inch) spunlace aramid (85% NOMEX®/15% KEVLAR®) weighing approximately 1.5 oz./sq. yd with a Teflon® finish to promote minimal moisture stored in the garment microclimate as well as promote rapid drying. An additional layer of 3.0 oz./sq. yd. NOMEX® Chambray face cloth with a Teflon finish shall be positioned toward the outer shell. This layer provides additional thermal insulation and is treated with a Teflon finish to promote minimal moisture storage in the garment as well as promote rapid drying (Total weight +/- 8.0 oz./sq. yd.)

✓ COMPLIANT   ___ EXCEPTION

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

✓ COMPLIANT   ___ EXCEPTION

REFLECTIVE TRIM: All trim shall be sewn with four rows lockstitch 301, minimum six stitches/inch for most secure trim attachment.

Trim shall be 3" Ventilated Scotchlite™ Triple Trim lime/yellow. Segmented Trim will not be allowed.

Coat trim shall be applied as follows:

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

Pant trim shall be applied as follows: One strip set full circumference around the bottom of the cuff 2"/3" from the bottom cuff.

ACCOUNTABILITY PATCH (Two Options): 1) Each coat shall be provided with a 5x18" contoured two-layer outer shell letter patch, attaches to hem of coat with Velcro and snaps, with FF name in 3" Scotchlite lime/yellow letters. 2) Each coat shall be provided with a 7" x 22" contoured two-layer outer shell letter patch, attaches to hem of coat with Velcro and snaps, with two lines of lettering. First line PUGET SOUND and second line FF name in 2" Scotchlite lime/yellow letters.
• Limitations of use.
• Garment marking recommendations and restrictions.
• A statement that most performance properties of the garment cannot be tested by the user in the field.
• Warranty information.

(b) Preparation for use:
• Sizing/adjustment.
• Recommended storage practices

(c) Inspection:
• Inspection frequency and details.

(d) Don/Doff:
• Donning and doffing procedures.
• Sizing and adjustment procedures.
• Interface issues.

(e) Use:
• Proper use consistent with NFPA 1500, Standard on Fire Department, Occupational Safety and Health Program, and 29 CFR 1910, 132.

(f) Maintenance and Cleaning:
• Cleaning instructions and precautions with a statement advising users not to use garments that are not thoroughly cleaned and dried.
• Inspection details.
• Maintenance criteria and methods of repair where applicable.
• Decontamination procedures for both chemical and biological contamination.

(g) Retirement and disposal:
• Retirement and disposal criteria and considerations.

(h) Drag Rescue Device (DRD)
• Use, inspection, maintenance, cleaning and retirement of the DRD.

[CHECK] COMPLIANT [EXCEPTION]

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

[CHECK] COMPLIANT EXCEPTION

COUNTRY OF ORIGIN
FEDERAL REGULATIONS: In the past three-year period has your firm, or any of its principals, been convicted or has a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property?

YES     NO

IF YES, please explain.
**V-FORCE™ BI-SWING COAT**

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

☑️ COMPLIANT  ☐️ EXCEPTION

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

The liner shall have one 8.5” x 8.5” internal pocket which shall be made of black outer shell material. The liner pocket shall be located on the left side of coat liner.

**Quilt Thermal Liner Construction:** The moisture barrier shall be completely sewn to a Teflon treated NOMEX® facelight at its perimeter. The CROSSTEX® Black (Type 2F) moisture barrier shall be sewn to the thermal liner at its perimeter with the breathable membrane oriented inward toward the thermal liner and away from the outer shell. All moisture barrier seams shall be sealed as required by NFPA 1971. The moisture barrier/thermal liner shall finish no more than 1” from the cuffs and 2” from the hem.

☑️ COMPLIANT  ☐️ EXCEPTION

**MOISTURE BARRIER/ THERMAL LINER ATTACHMENT:**

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

☑️ COMPLIANT  ☐️ EXCEPTION

**Optional Liner Attachment Requirement:** Vendor must be able to provide at the option of the Kent Fire Department a certified thermoplastic zipper liner attachment system which attaches above the neck line on the outside of the collar, as well as at the sleeves of the coat and at pant fly opening. There shall be no hook and loop used to secure the liner to the outer shell in any of these locations.
COAT LINER INSPECTION SYSTEM: There shall be a 10" opening located on the coat liner system at the center right front of the liner. This opening will provide the ability to completely invert the coat liner to properly view the integrity of the entire liner system. There shall be one piece 1" x 4" loop sewn to the back side of the liner system with a piece of 1.5" x 3" hook sewn to the inside of the outer shell to ensure proper alignment when installing the liner system into the outer shell. This Liner Inspection System is completely hidden when the liner is properly installed into the outer shell.

COMPLIANT  EXCEPTION

COLLAR: The 3" split collar shall consist of two-piece construction shaped for comfort. The collar shall be configured such that when the collar is raised it shall remain standing while providing continuous thermal and moisture protection around the neck and face. To ensure this protection, the two layers of outer shell collar shall be fully lined with a layer of CROSSTECH® Black (Type 2F). The shell collar shall provide proper interface with the liner to insure no moisture penetration through the collar seam to the inside of coat. The shell collar shall have two pieces ¾" hook along top edge for liner attachment.

The liner collar shall be a layer of self material and a layer of CROSSTECH® Black (Type 2F). The design shall be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion. The left and right fronts of the liner collar shall be attached to the facings at the front closure of the outer shell. The neck of the liner collar shall be secured to the neck of the outer shell collar such that when donning the coat an arm may not be accidentally caught between the outer shell and its inner linings. A 4" wide CROSSTECH® Black (Type 2F) and 1.5" self-material extension shall be sewn the full length of the neck with two pieces of 1" loop for attachment to shell collar. The self material extension shall overlap the shell collar to prevent exposure of the hook and loop. Collar closure shall be provided by Hook and Loop 1.5" x 4", with hook portion sewn on right side of collar, and loop portion sewn on left, set horizontal. The collar shall be attached to the liner facing using 3/4" hook. Collar shall be of such design so as not to interfere with SCBA face masks, or helmet.

COMPLIANT  EXCEPTION

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

Fire Fighter Recovery Harness™ provides mechanical leverage for dragging a downed and incapacitated structural firefighter from a life-threatening environment. The design of the harness enables the rescuer to drag the downed firefighter in line with the axis of the firefighter's skeletal frame, in order to decrease the risk of further injury.
HANGER LOOP: An external hanger loop constructed of a double layer of outer shell material and reinforced with two 42-stitch bartacks shall be provided on the outside of the coat at the collar seam. It shall be designed to provide long service and shall not tear or separate from the coat when the coat is hung by the hanger loop, loaded evenly with a weight of 80 lbs. and allowed to hang for one minute.

✓ COMPLIANT      ___ EXCEPTI0N

THERMAL REINFORCED YOKE: A layer of Semper Dri™ (3.0 oz./sq. yd. Teflon® treated Chambray (NOMEX® spun) face cloth quilted to two layers of Nomex®/Kevlar® spunlace (Total weight +/- 6.0-6.8 oz./sq. yd)) shall be positioned between the moisture barrier and thermal liner for extra thermal protection in a high heat and compression area of the coat. It shall be sewn to the inside of the upper back portion of the thermal liner across the upper back from the back shoulder and collar seams 7" down, over the tops of shoulders and down the front approximately 4" ending at the armhole.

("Center Cut" Liner Code C) A layer of Semper Dri™ (3.0 oz./sq. yd. Teflon® treated Chambray (NOMEX® spun) face cloth quilted to two layers of NOMEX®/Kevlar® spunlace (Total weight +/- 6.0-6.8 oz./sq. yd)) and a layer of NOMEX®/Kevlar® quilted spunlace with no facecloth shall be positioned between the moisture barrier and thermal liner for extra thermal protection in a high heat and compression area of the coat. It shall be sewn to the inside of the upper back portion of the thermal liner across the upper back from the back shoulder and collar seams 7" down, over the tops of shoulders and down the front approximately 4" ending at the armhole.

✓ COMPLIANT      ___ EXCEPTI0N

SHOULDER CAPS: A four-inch-wide area at the top of the shoulders extending six inches from the collar seam shall be capped with outer shell material for abrasion resistance and thermal protection.

✓ COMPLIANT      ___ EXCEPTI0N

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

✓ COMPLIANT      ___ EXCEPTI0N

SLEEVE WELL: A combination Semper Dri™ (3.0 oz./sq. yd. Teflon® treated Chambray (NOMEX® spun) face cloth quilted to two layers of NOMEX®/Kevlar® spunlace (Total weight +/- 6.0-6.8 oz./sq. yd)) and one layer of breathable CROSSTECH® Black (Type 2F) moisture barrier leader shall be sewn no more than 1" back from the combination liner sleeve end to form a sleeve well. This leader shall be approximately 4" in length and end with a gathering of 1" elastic. One male snap and one .75" wide strip of Loop shall be sewn full circumference to the end of the thermal liner/CROSSTECH® Black (Type 2F) moisture barrier leader to help secure the combination liner to the outer shell. This sleeve well shall reduce water and hazardous materials from entering the sleeve when arms are in a raised position.

The combination liner sleeve ends shall be inserted into the outer shell sleeve ends by means of lining up the snaps then attaching the Loop fastener of the combination liner sleeve end with the Hook fastener on the outer shell.
combination liner and sleeve well during a full range of motion. The combination liner shall extend to within 1" of the sleeve end.

☑ COMPLIANT    ☐ EXCEPTION

WRISTLETS: An internal wristlet shall consist of a 2-ply knit of 48% NOMEX®/48% KEVLAR® and 4% Spandex for superior recovery. Wristlet to be combination of natural and bronze colors producer dyed by DuPont, and with extremely durable Teflon® water resistant alloy not less than 8" extending completely over the palm with a thumbhole preventing the wristlet from sliding back. Wristlets shall be double stitched and bound to the moisture barrier/thermal liner providing extended thermal and slash protection.

☑ COMPLIANT    ☐ EXCEPTION

CUFFS: The extended cuff of the sleeve shall be reinforced with a binding of outer shell material not less than 3" in total width for abrasion resistance and thermal protection. One leather tab with female snap fastener shall be set in the cuff to attach outer shell to liner.

☑ COMPLIANT    ☐ EXCEPTION

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

☑ COMPLIANT    ☐ EXCEPTION

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

☑ COMPLIANT    ☐ EXCEPTION

STORM FLAP: A storm flap measuring not less than 2.5" wide, nor less than 22" in length shall 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 shall be Gore RT7100™ PTFE moisture barrier meeting all requirements for moisture barriers sandwiched between two layers of outer shell fabric.

☑ COMPLIANT    ☐ EXCEPTION

FRONT/STORM FLAP CLOSURES: The front closure shall consist of a #9 thermoplastic zipper with a 1 3/4" polymer coated aramid tab added to left bottom for fast closure and exit. The storm flap closure shall consist of 1.5" wide Hook and loop attachment with Hook fastener sewn on the left front of the coat, and corresponding Loop fastener sewn with four rows lockstitch on the inner side of the outer storm flap. The hook and loop closure shall extend the full length of the outer storm flap eliminating all exposed frontal hardware.

☑ COMPLIANT    ☐ EXCEPTION
COAT POCKETS: 10" wide x 6" deep outside full bellows pocket that expands by means of side and bottom gussets to a thickness of 2" in front and back, shall be located on left and right of the coat hem and three-inch lime/yellow Scotchlite II (triple trim) reflective trim sewn with four rows double needle lockstitch shall be extended across the bottom of each pocket aligning with the coat hem. Pockets shall be fully lined with KEVLAR® twill inside all 4 sides. Pocket and flap shall be set with stitch 301, seam Ssb 2 with the top and bottom pocket corners and top corners of flap reinforced with bar tacks for additional strength. Drainage of moisture to be provided by brass eyelets. Pocket flap shall be 5x12". A hook and loop fastener closure system shall be set with 2x10" loop fastener horizontally on the pocket and (3) pieces of 2x3" hook fastener vertically on the underside of the flap.

☐ COMPLIANT ☐ EXCEPTION

RADIO POCKET: One 4" wide x 9" deep full bellows radio pocket that expands by means of side and front gussets to a thickness of 2" in front and back, shall be located on left chest, angled at one o’clock towards left sleeve. Pocket and flap shall be set with stitch 301, seam Ssb-2 with the top and bottom pocket corners and top corners of flap reinforced with a minimum 42-stitch bar tack. A brass eyelet shall provide drainage of moisture. Pocket flap shall be 5x5" with antenna notch on flap. Pocket shall be fully lined all 3 sides inside pocket with polycotton lining and self-fabric 5" up on outside of pocket. Pocket flap shall close to the pocket top using 1 piece of 2x3" loop on pocket and 1 piece of 2x3" hook on flap vertically.

☐ COMPLIANT ☐ EXCEPTION

FLAG EMBLEM: One 2x3" American Flag patch, with stars in the upper left corner, sewn to the coat, shall be located on right sleeve.

☐ COMPLIANT ☐ EXCEPTION

FLASHLIGHT ASSEMBLEY: One 1x10" two-layer self fabric flashlight strap X-stitched to shell with 1 piece 1x4" hook on one end and 1 piece 1x4" loop on other end, located directly above chest trim on right side, one 1x2" two-layer self fabric 703 flashlight snap holder with 2 bartacks, located three inches above 1x10" on right chest and one 1x3" triple layer self-fabric mic tab attached with bar tacks on each side. Bar tacks shall be a minimum 42-stitch bar tack, located one inch above 703 snap holder on right chest.

☐ COMPLIANT ☐ EXCEPTION

MIC TAB: One 1x3" triple layer self-fabric mic tab attached with bar tacks on each side. Bar tacks shall be a minimum 42-stitch bar tack, shall be located on left chest two-inches above radio pocket, located two-inches above radio pocket on left chest, mic tab should be horizontal.

☐ COMPLIANT ☐ EXCEPTION
V-FORCE™ PANT WITH BELT OR LION® V-FORCE® ULTRA LOW-RISE PANT w/BELT

PANT CONSTRUCTION: The pant shall have a low-rise waist V-Fit™ design with a two-inch KEVLAR® belt.

✓ COMPLIANT    ___ EXCEPTION

BELT: Removable Two-inch-wide KEVLAR® belt with 2" self-locking thermoplastic buckle with quick-release mechanism. Belt may not be sewn into garment.

✓ COMPLIANT    ___ EXCEPTION

MOISTURE BARRIER/THERMAL LINER CONSTRUCTION: Design shall be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion. To deter the wicking of moisture up the thermal liner leg the bottom nine inches of each thermal leg shall be constructed of Semper Dri™ (3.0 oz./sq. yd. Teflon® treated Chambray (NOMEX® spun) face cloth quilted to two layers of NOMEX®/Kevlar® spunlace (Total weight +/- 6.0-6.8 oz./sq. yd)). The waist of the moisture barrier/thermal liner shall be secured to the waist of the outer shell such that when donning the pant, a leg may not be accidentally caught between the outer shell and its inner linings along the waist and between the legs of the pant. For added thermal protection in the knee, an additional layer of uninterrupted 1/8” thick, fire resistant closed-cell foam shall be positioned between the moisture barrier and thermal liner.

Quilt Thermal Liner Construction: The CROSSTECH® Black (Type 2F) moisture barrier shall be sewn to the thermal liner at its perimeter. All moisture barrier seams shall be sealed as required by NFPA 1971. The moisture barrier/thermal liner shall finish no more than 3” from the cuffs.

✓ COMPLIANT    ___ EXCEPTION

MOISTURE BARRIER/THERMAL LINER ATTACHMENT:

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

✓ COMPLIANT    ___ EXCEPTION

PANT LINER INSPECTION SYSTEM: There shall be an opening located on the pant liner system to the right side of the waist separating the thermal barrier and moisture barrier, approximately 10” in length. This opening will provide the ability to completely invert the pant liner to properly view the integrity of the entire liner system. There shall be a piece of 1x3” Loop sewn to the moisture barrier 3” over from beginning of opening and a corresponding piece of 1x3” Hook sewn to the inside of the outer shell to ensure proper alignment when installing the liner system into the outer shell. This Liner Inspection System is completely hidden when the liner is properly installed into the outer shell.
STORM FLY/CLOSURE: The outer shell shall have a sewn on overlapping fly front running the full length of the fly on the left side. The flap shall not be less than 2.5” wide at the waistband. The bottom of the fly shall be reinforced with a 42 stitch bartack.

The storm fly shall 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. Velcro stitching will be double rows. Additionally, one snap shall be positioned at the inside top of the fly. Pant closure shall be provided by a thermos-plastic zipper.

The storm fly shall be outer shell material, lined with a 4.” strip of CROSSTECH® (Type 2C) moisture barrier material.

☑️ COMPLIANT    ☐ EXCEPTION

THERMAL FLY ASSEMBLY: A 3/4" wide x 9" long loop fastener shall be sewn to the moisture barrier/thermal liner to engage corresponding hook fastener on the underside of the outside storm fly and facing.

☑️ COMPLIANT    ☐ EXCEPTION

SIDE TAKE-UPS: There shall be 1 pair self fabric take-ups w/ long strap 1x9" and short strap 1x3" long. Short straps have 2 each nickel loops (total 4), long strap has hook & loop.

☑️ COMPLIANT    ☐ EXCEPTION

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

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

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

☑️ COMPLIANT    ☐ EXCEPTION

RADIAL INSEAM BAND: A radial banded insert runs continuously from the top of knee on one leg, through the crotch area to the top of the opposite knee. The elimination of crotch seams reduces tension in the crotch area to give added comfort and helps to alleviate stress to extend the useful life of the gear. Also, there is an added insert piece in the design to help ensure that when the firefighter is kneeling or bending the leg of the garment bends in alignment with the leg so that the knee of the firefighter centers on the knee pad of the pants. It also helps to eliminate rubbing of the inseams of each leg against each other when the firefighter is working so that the risk of abrasion of the seams is minimized.
**V-FIT™ KNEE:** The knee shall have an insert throughout all layers that shall provide a natural bend in the leg. This knee shall include cut outs, shaped pieces, and darts to create free movement with few restrictions. The insert shall consist of black polymer coated aramid for abrasion resistance and thermal protection. For added thermal protection, an additional layer of uninterrupted 1/8" thick, fire retardant closed-cell foam shall be positioned between the moisture barrier and thermal liner.

___COMPLIANT     ___EXCEPTION

**CUFFS:** The cuff area of the pant shall be reinforced with a binding of black polymer coated aramid not less than 2" in total width for greater strength, abrasion resistance, and thermal protection. In addition, a 3x3 1/2" piece of reinforcement material shall be sewn on the inseam area of the pant leg above the pant cuff and below the pant trim, in order to provide extra abrasion protection. The material used on the kick shield shall match the material used on the pants cuffs. The back portion of the cuff will gradually curve upward from each side seam to a maximum of 2” at the center back of the pant leg to prevent wear on the back of the cuff.

___COMPLIANT     ___EXCEPTION

**PANT POCKETS:** One 9" wide x 10" deep outside full bellows pockets that expand by means of side and bottom gussets to a thickness of 2" in front and back, shall be located on left thigh. Pockets shall be fully lined with KEVLAR® twill on all 4 sides inside pocket & poly coated aramid 4" up outside on pocket. Pocket and flap shall be set with stitch 301, seam Ssb-2 with the top and bottom pocket corners and top corners of flap reinforced with bar tacks for additional strength. Drainage of moisture to be provided by brass eyelets. Pocket flaps shall be 10x5". A hook and loop fastener closure system shall be set with 2x9" loop fastener horizontally on the pocket and three pieces of 1x3" hook fastener vertically on the underside of the flap.

One 9" wide x 10" high, deep outside full bellows pockets that expand by means of side and bottom gussets to a thickness of 2" in front and back, shall be located on right thigh. Pocket shall be reinforced with poly-coated aramid up 4" on outside of pocket. Pockets shall be fully lined with KEVLAR® twill on all 4 sides inside of pocket, two layers of KEVLAR® lined self-fabric on shell inside pocket. First layer 6.5" high, second layer 4.5" high. Both layers stitched in 3" increments to create six tool compartments. Pocket and flap shall be set with stitch 301, seam Ssb-2 with the top and bottom pocket corners and top corners of flap reinforced with bar tacks for additional strength. Drainage of moisture to be provided by brass eyelets. Pocket flaps shall be 5x10" A hook and loop fastener closure system shall be set with 2x9" loop fastener horizontally on the pocket and three pieces of 1.5x3" hook fastener vertically on the underside of the flap.

___COMPLIANT     ___EXCEPTION
SUSPENDERS:

SCOPE
A highly engineered 36", 42", 48" and 54" black suspender designed for greater range of mobility and reduced stress allowing for four points of attachment, using self-fabric, leather-reinforced suspender tabs with snaps, to a V-Force™, traditional or contoured waist bunker pant. The shoulder pads shall have a one-inch wide lime/yellow Scotchlite® strip located the entire length facing outward.

DESIGN
Two 8" front pull straps shall be constructed as follows: 2" wide non-elastic polyester webbing shall be fed through 2" metal loops and secured with a two-needle lock-stitch at one end. A black military finish steel double dee ring shall be fed through the webbing. The other end of the webbing shall be fed through a 2" wide thermo-plastic dee ring and secured with a two-needle lock-stitch. The dee ring shall function as a pull strap for easily adjusting the suspenders for proper fit.

Two 18" shoulder straps shall be constructed as follows: 2" wide non-elastic polyester webbing shall be fed through the top half of the steel double dee ring and secured with a two-needle lock-stitch. Two 7" back straps made of 2" wide elastic webbing shall be joined with a 2" overlap at the end of each shoulder strap with a single-needle lock stitch. The end of each back strap shall be fed through a 2" metal loop and secured with a two-needle lock stitch.

One 2 1/2" horizontal back strap made of 2" wide elastic webbing shall be set perpendicular between the two shoulder straps and back straps at the point of overlap, secured with a single-needle lock-stitch, and reinforced with a two-needle lock-stitch "X" through the joining straps.

Four 2" wide self-fabric suspender tabs with leather reinforcement, using 2 male and 2 female logo snaps for suspender attachment, shall be required on pants for use of these suspenders. Two self-fabric suspender tabs shall be attached to the back of the pant and to the front of the pant and reinforced with two bartacks each tab. Each self-fabric tab attached to the pants shall be fed through each 2" metal loop on the suspenders.

Each shoulder strap shall be encapsulated with a 2.25" wide x 13" long sheath of padding constructed of 1/8" thick fire-retardant closed-cell foam laminated to Nomex pajama check substrate. Shoulder pads shall start 1" up from the cross point of the horizontal back strap ("H" cross) and be bartacked at each end so they do not slide forward. The straps shall have a one-inch wide lime/yellow Scotchlite® strip located the entire length, facing outward.

✓ COMPLIANT     ☐ EXCEPTION
OPTIONS:

COAT VENTED LINER:
THERMAL LINER: The thermal liner shall be comprised of Glide Ice™ high-lubricity, stress reducing, filament/spun face cloth weighing 3.6 oz./sq.yd. The Nomex filament yarns shall represent no less than 60% of the face cloth's composition and shall be positioned in the warp direction of the weave in order to optimize their slippery characteristics on the face. Spun yarns comprised of 30% Nomex and 10% Lenzing FR with superior wicking characteristics shall be used to promote moisture management within the garment. The Glide Ice™ face cloth shall be quilted to one layer of apertured (11-13 apertures/sq. inch) spunlace aramid (85% NOMEX®/15% KEVLAR®) weighing approximately 1.5 oz./sq. yd. with a Teflon® finish to promote minimal moisture stored in the garment microclimate as well as promote rapid drying. An additional layer of 3.0 oz./sq. yd. NOMEX® Chambray face cloth with a Teflon finish shall be positioned toward the outer shell. This layer provides additional thermal insulation and is treated with a Teflon finish to promote minimal moisture storage in the garment as well as promote rapid drying (Total weight +/- 8.0 oz./sq. yd.)

MOISTURE BARRIER: CROSSTECH® BLACK (Type 2F): NOMEX® substrate laminated to a lightweight breathable, Teflon membrane; weighing 4.7 oz./sq. yd.

The liner shall have one 8.5" x 9" internal pocket which shall be made of black outer shell material. The liner pocket shall be located on the left side of coat liner.

Quilt Thermal Liner Construction: The two-piece moisture barrier shall be completely sewn to the thermal liner at its perimeter with the breathable membrane oriented inward toward the thermal liner and away from the outer shell. All moisture barrier seams shall be sealed as required by NFPA 1971. The moisture barrier/thermal liner shall finish no more than 1" from the cuffs and 2" from the hem.

The vented moisture barrier features a circumferential opening at the torso mid-section with a two-inch overlap and bartack reinforcement. Venting the moisture barrier allows increased heatloss performance while maintaining protection.

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

All moisture barrier seams shall be sealed as required by NFPA 1971.

WRISTLETS:
An internal wristlet shall consist of a 2-ply knit of 48% NOMEX®/48% KEVLAR® and 4% Spandex® for superior recovery. Wristlet to be combination of natural and bronze pigment dyed by DuPont, and with extremely durable Teflon® water resistant alloy not less than 6" extending completely over the palm. Wristlets shall be double stitched and bound to the moisture barrier/thermal liner providing extended thermal and slash protection.
STORM FLAP:
THERMAL FRONT PANEL CONSTRUCTION: There shall be continuous thermal and moisture protection around the entire torso including the storm flap. To ensure this protection, as well as reduce potential for wicking moisture to inside of liner, both right and left inside front facings of the coat outer shell shall incorporate outer shell fabric extending from collar to hem.

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

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

FRONT/STORM FLAP CLOSURES: The front closure shall consist of a thermoplastic zipper with a 1 3/4" black polymer coated aramid tab added to right bottom for fast closure and exit. 3/4" zipper left loose on right end for ease of closing. The storm flap closure shall consist of double-stitched 1" wide hook and loop attachment with hook fastener sewn on the right front of the coat, and corresponding loop fastener sewn on the inner side of the outer storm flap. The hook and loop closure shall extend the full length of the outer storm flap eliminating all exposed frontal hardware.

ACCOUNTABILITY PATCH: Each coat shall be provided with a 7x22" contoured two-layer outer shell letter patch, attaches to hem of coat with Velcro and snaps, with two lines of lettering first line PUGET SOUND and second line FF name in 2” Scotchlite lime/yellow letters.

TRIM:
Red Ventilated Triple Trim

OUTERSHELL:
PBI® Max, 6.0 oz., Black

SUSPENDERS:
SCOPE
A highly engineered 36", 42", 48” and 54” red suspender designed for greater range of mobility and reduced stress allowing for four points of attachment, using self-fabric, leather-reinforced suspender tabs with snaps to a V-Force™, traditional or contoured waist bunker pant.

SR836X - 36" red, **7" front pull straps, ***6" back straps
SR848X - 48" red, **15" front pull straps, ***10" back straps
SR854X - 54" red, **20" front pull straps, ***11" back straps

DESIGN
Two **11" front pull straps shall be constructed as follows: 2" wide elastic polyester webbing shall be fed through 2" metal loops and secured with a two-needle lock-stitch at one end. A black military finish steel
thermo-plastic dee ring and secured with a two-needle lock-stitch. The dee ring shall function as a pull strap for easily adjusting the suspenders for proper fit.

Two 1" shoulder straps shall be constructed as follows: 2" wide elastic polyester webbing shall be fed through the top half of the steel double dee ring and secured with a two-needle lock-stitch. The top of each strap shall be secured to the V-shaped shoulder pad with two-needle lock-stitch and two 42-stitch bartacks. Two **3/8" back straps made of 2" wide elastic webbing shall be joined with two-needle lock-stitch at the bottom of each V-shaped shoulder pad.

Four 2" wide self-fabric suspender tabs with leather reinforcement, using 2 male and 2 female logo snaps for suspender attachment, shall be required on pants for use of these suspenders. Two self-fabric suspender tabs shall be attached to the back of the pant and to the front of the pant and reinforced with two bartacks each tab. Each self-fabric tab attached to the pants shall be fed through each 2" metal loop on the suspenders.

**V-SHAPED SHOULDER PADS**

Shoulder pads shall be constructed of two layers of 1/8" thick, fire retardant closed-cell foam encapsulated in 7.5 oz. Black NOMEX®. Each shoulder pad shall be 3" wide and 12" long ending in a 4" high back reinforcement pad. Each shoulder pad shall have an embroidered Lion Head Logo.

**LIFETIME WARRANTY**

All products shall be warranted against defects in materials and workmanship for the useful life of the product.

**RESEARCH & DEVELOPMENT**

With the ever-changing advancements in technologies of fabrics and designs for protective clothing, The Puget Sound Fire Authority may request assistance in research and development from the manufacturer during the contract period. Those requests are as follows:

1. There shall be a research and development conference for Fire protective coats, and pants, with the manufacturer and a representative of Puget Sound Fire Authority. This conference shall be at a mutually agreed place and time, twice per contracted year. This conference shall be at no cost to the Puget Sound Fire Authority.

2. The manufacturer may provide at an agreed to cost or at no cost, depending on the R&D to be conducted, to the Puget Sound Fire Authority, a maximum, of five (5) protective coats and five (5) protective pants for wear test purposes during the contracted period, if necessary. The wear test coats and pants should include new technology such as fabrics, new designs or subsequent garment improvements and must be approved by Puget Sound Fire Authority prior to construction.