



## CITY COUNCIL ACTION REPORT

February 19, 2008

TO: Phillip L. Nelson, City Manager

FROM: Susan A. Leirstein, Purchasing Director  
William S. Nelson, Fire Chief

SUBJECT: Standard Purchasing Resolution 4: MITN Purchasing Cooperative -  
Turnout Gear

### **Background**

- On June 26, 2007, the City of Rochester Hills obtained bids for three-year requirements of turnout gear with an option to renew for one additional year commencing July 1, 2007, on behalf of the MITN Cooperative Cities of Sterling Heights, Auburn Hills, and Mount Pleasant, and extended to Michigan Intergovernmental Trade Network members of which the City of Troy is part.
- The City of Rochester Hills accepted the sole bid received from Apollo Fire Equipment Company of Romeo, Michigan for coats, pants and suspenders. Due to their bidding threshold of \$25,000.00, Rochester Hills approved the recommendation administratively.
- The City of Troy Fire department has been purchasing gear for new members and replacing gear of existing members over the last year. This is being done since our last gear purchase was phased in between 1996-1998 and had a life of expectancy of roughly ten years.
- The department has been buying the Janesville Commando gear specified by Rochester Hills under the prices, terms, and condition of bid #ITB-RH-07-026 based on a regional volume of an estimated 500 sets of gear per year.
- The purchase of this gear is essential to the safety of our fire fighters.

### **Financial Considerations**

- Our annual purchases will be between 10-15 sets a year. Annual costs are estimated at \$21,000.00.
- Funds are budgeted annually in the Fire Operations, Fire Equipment account #338.7740.115.

### **Legal Considerations**

- There are no legal considerations associated with this item.

### **Policy Considerations**

Cooperative purchasing minimizes costs and increases the efficiency and effectiveness of City government. (Goal II)

February 19, 2008

To: Phillip L. Nelson, City Manager  
Re: MITN Purchasing Cooperative – Turnout Gear

**Options**

- City management recommends utilizing the cooperative contract hosted by the City of Rochester Hills, to purchase three-year requirements of turnout gear with an option to renew for one additional year with Apollo Fire Equipment of Romeo, MI, under the pricing, terms and conditions established by bid ITB-RH- 07-026, a copy of which shall be attached to the original Minutes of this meeting to expire July 1, 2010.

Bryan K. Barnett, Mayor

City Council Members: Erik Ambrozaitis J. Martin Brennan Greg Hooper Vern A. Pixley James Rosen Michael Webber Ravi Yalamanchi

**PURCHASING**

February 14, 2008

248.841.2533 Phone  
248.608.8178 Fax

Jean Farris, CPPB  
Supervisor of Procurement  
248.841.2538

Marilyn Paulsen-  
Tomaszewski, CPPB  
Purchasing Analyst  
248.841.2539

Lisa Cummins  
Purchasing Analyst  
248.841.2537

Judy Hewitt  
Administrative Assistant  
248.841.2536

Ms. Susan Leirstein  
Director of Purchasing  
City of Troy  
500 W. Big Beaver  
Troy, MI 48084

Re: Turnout Gear

Dear Ms. Leirstein:

Bids on behalf of the City of Rochester Hills, City of Sterling Heights, City of Auburn Hills and City of Mount Pleasant were solicited by the City of Rochester Hills. On June 26, 2007, sealed bids from one supplier was opened and read. Apollo Fire Equipment Company was awarded as the lowest responsive and responsible bid meeting the specifications for Janesville gear.

The City of Rochester accepted Apollo Fire Equipment Company's pricing for a three-year period. There is an option to renew at the expiration for an additional one-year period. The turnout gear includes itemized costs for coats, pants and suspenders.

A blanket purchase order to Apollo Fire Equipment Company, 12584 Lakeshore Road, Romeo, Michigan 48065 will be awarded by the City of Rochester Hills. The bid has been extended to the Michigan Intergovernmental Trade Network (MITN).

If you have questions or comments, please contact me.

Sincerely,

City Hall  
General Information  
248.656.4600

Bryan K. Barnett  
Mayor  
248.656.4664

Jean A. Farris CPPB  
Supervisor of Procurement

TURNOUT GEAR BID TABULATION

Vendor	Apollo Fire Equipment Romeo, Michigan
Janesville Commando Coat Model CMDM2K	
1 - 24 Bunker Coats	\$878.55
25 - 60 Bunker Coats	\$878.55
61 - 96 Bunker Coats	\$848.60
97 - 144 Bunker Coats	\$848.60
Delivery	60-75 days
Janesville Commando Super Lumbar Pant Model PSLM2K	
1-24 Bunker Pant	\$565.55
25 - 60 Bunker Pant	\$565.55
61 - 96 Bunker Pant	\$546.00
97 - 144 Bunker Pat	\$546.00
Delivery	60-75 days
Janesville EZH-H back black quick adjust-SB342 Suspenders	
1 - 24 Suspenders	\$22.00
25 - 60 Suspenders	\$22.00
61 - 96 Suspenders	\$21.00
97 - 144 Suspenders	\$21.00
Delivery	60-75 days
Janesville EZH-H back black quick adjust SB348 Suspenders	
1 - 24 Suspenders	\$22.00
25 - 60 Suspenders	\$22.00
26 - 96 Suspenders	\$21.00
97 - 144 Suspenders	\$21.00
Delivery	Stock - 10 days
Exceptions	Outer Shell can be upgraded to PBI Matrix at no additional charge Due to changes in NFPA 1971 2007 ed, Lion Apparel changed the collar from 4" to 3" When placing hand pockets on coat, take-up straps are removed.
Percent of Increase Per Year:	
Second Year	3%
Third Year	3%
Fourth Year	3%
Number of year company has been providing this type of clothing	38 years
Number of year company has been Janesville distributor	30 years
Company will extend pricing to Sterling Heights, Auburn Hills and Mount Pleasant Fire Departments	Yes
Company will aggregate quantities of participating cities's purchases to achieve discounted unit prices based on quantity	Yes
Company will extend to MITN	Yes



12584 LAKESHORE DRIVE • ROMEO, MI 48065  
(810) 752-1800  
FAX (810) 752-6907  
1-800-626-7783

City of Rochester Hills  
Jean A. Farris, CPPB, Supervisor of Procurement  
1000 Rochester Hills Drive  
Rochester Hills, MI 48309

June 26, 2007

Subject: Turnout Gear – Bid – ITB-RH-07-026

Attached for your consideration is our bid for Lion Apparel turnout gear. The exceptions / variations are listed in the specification pages on the right side of the item paragraph.

If you have any questions please don't hesitate to call.

Regards,

A handwritten signature in cursive script that reads 'Jo Ellen Pavoni'.

Jo Ellen Pavoni  
Account Manager  
Cell Phone: 616-291-6534

SPECIFICATIONS

Each bidder must use the attached Bid Form and Specifications to submit their bid.

All gear must meet or exceed the requirements listed below. Coats must be Janesville Commando Coats Model CMDM2K. Pants must be Janesville Commando Super Lumbar Pant Model #PSLM2K. Suspenders must be Janesville SB342/SB348 EZH-H back black quick adjust non-stretch suspenders with metal loops. The City holds sole discretion whether a product meets the minimum requirements. Please note that all turn-out gear must not have any leather trim around cuffs, ankles, coat and pants.

Bidders are requested to complete the furnished Bid Form, as well as circle for every specification either "compliant" or "exception." If an exception is indicated, an explanation shall be provided.

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. Turnout gear shall provide protection to the fire fighter's body, excluding the head, hands and feet. It should provide protection against temperature extremes; sharp objects, steam, hot water, hot particles and other hazards encountered during fire suppression activities or other fire related emergencies.

COMPLIANT       EXCEPTION

GENERAL STANDARDS:

All garments produced shall meet or exceed the criteria set forth in NFPA 1971 – 2007 edition.

COMPLIANT       EXCEPTION

All components and composites used in the construction of garments shall be third party tested, certified and listed for compliance to NFPA 1971. Certification shall be denoted by the label of the third party tester.

COMPLIANT       EXCEPTION

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

COMPLIANT       EXCEPTION

The Rochester Hills trim pattern and style shall be as follows:

- 3-inch lime/yellow scotchlite II (triple) trim with one band around hem
- 1-band around cuff
- 1-band around sleeve above elbow
- 1-band around chest stopping at verticals on back
- 1-strip across back yoke
- 2-vertical strips on back from hem trim to yoke trim
- Two (2) 3 inch strips on pants above cuff

COMPLIANT

EXCEPTION

Other cities departments including in this Bid may have other styles, which can be priced at the time of order.

COMPLIANT

EXCEPTION

Turnout Gear shall have 42 stitch bartacks at all stress points

COMPLIANT

EXCEPTION

Turnout Gear shall have 2-D bar code "asset Trax" system on each garment

COMPLIANT

EXCEPTION

All components shall meet OSHA Blood borne Pathogens Standard, Title 29 CFR, part 1910.1030.

COMPLIANT

EXCEPTION

All turnout gear shall be constructed with thermal liner materials -- 2.3 oz E-89 Dri and 1.5 oz AraFlo Dri quilted to 3.5 oz glide II facecloth

COMPLIANT

EXCEPTION

All turnout gear shall be constructed with moisture barrier material – Crosstech 2c laminated to 3.75 oz Nomex pajama check

COMPLIANT

EXCEPTION

All trim sewn on all turnout gear shall be sewn using four (4) needle lockstitch

COMPLIANT

EXCEPTION

Vendor will supply at no additional charge qualified personnel to measure each recipient and ensure proper fit is accurate. All gear shall be tailored until proper fit is obtained.

COMPLIANT

EXCEPTION

Each garment shall have a limited lifetime warranty against defects in material and workmanship which is detailed on a card attached to each garment.

COMPLIANT

EXCEPTION

Vendor will repair or replace any garment which proves defective due to material or workmanship

COMPLIANT

EXCEPTION

Vendor shall submit appropriate descriptive literature on the equipment. The descriptive literature submitted shall include applicable model numbers of the equipment bid in accordance with this specification.

COMPLIANT

EXCEPTION

Vendor will agree, if requested, to submit at no charge to the City samples of turnout gear.

COMPLIANT

EXCEPTION

BUNKER COATS

Bunker Coats shall be Janesville Commando Coat Model CMDM2K

COMPLIANT EXCEPTION

Bunker Coats shall contain the Isodri protective system

COMPLIANT EXCEPTION

Outer shell shall be 7oz PBI Gold Plus-Natural color

COMPLIANT EXCEPTION

Can up-grade to PBI Matrix  
at no additional charge

Bunker Coats shall have an external self fabric hander loop

COMPLIANT EXCEPTION

Bunker Coats shall have 8x8 inch lined hand warmer pockets

COMPLIANT EXCEPTION

Bunker Coats shall have a rescue drag device/rescue harness

COMPLIANT EXCEPTION

Bunker Coats shall have a radio pocket on left chest

COMPLIANT EXCEPTION

Bunker Coats shall have 3 inch storm flap with zipper inside and hook and loop outside closure

COMPLIANT EXCEPTION

Bunker Coats shall have a zipper liner/shell attachment

COMPLIANT EXCEPTION

Bunker Coats shall contain 1/8 inch GIC E88 foam thermal protection in yoke of liner

COMPLIANT

EXCEPTION

Bunker Coats shall have a 4 inch overlapping quilted collar with thermal and moisture protection

COMPLIANT

EXCEPTION

Due to changes in the NFPA1971  
2007 edition, Lion Apparel  
changed the collar from the 4" to 3"

Bunker Coats shall have two (2) 8.5x8.5 black outer shell liner pockets

COMPLIANT

EXCEPTION

Bunker Coats shall have 8 inch Nomex/Kevlar/Spandex/over the thumb wristlets

COMPLIANT

EXCEPTION

Bunker Coats shall contain Everdry water well system with breathable moisture barrier

COMPLIANT

EXCEPTION

Bunker Coats shall have self fabric cuff reinforcement

COMPLIANT

EXCEPTION

Bunker Coats shall have self fabric elbow reinforcement with 1/8 inch GIC E88 foam padding

COMPLIANT

EXCEPTION

Bunker Coats shall have self fabric shoulder reinforcement with 1/8 inch GIC E88 foam padding

COMPLIANT

EXCEPTION

Bunker Coats shall have breathable moisture barrier in storm flap

COMPLIANT

EXCEPTION

Bunker Coats shall have self fabric take up straps with nickel loop on each side

COMPLIANT

EXCEPTION

When placing hand pockets on coat, take-up straps are removed.

Bunker Coats shall have two (2) 2X5 inch self fabric pass devise with pear leather inside bartacked one to each chest 2 inches from shoulder cap

COMPLIANT

EXCEPTION

Vendor shall provide price quote for 3 inch letters to be determined by ordering department

COMPLIANT

EXCEPTION

Vendor shall provide price quote for hanging letter patch with 3 inch letters to be determined by ordering department.

COMPLIANT

EXCEPTION

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

COMPLIANT

EXCEPTION

TRACKING LABEL SYSTEM: There shall be a PDF417, two dimensional bar code label permanently affixed to each garment for tracking purposes. The bar code shall contain a minimum of the following information:

- a. unique serial number
- b. item description (brand, model, material color)
- c. lot information (date of mfg., size, etc.)
- d. material description
- e. the standard to which the garment is compliant

The bar code shall be able to withstand customary wash and wear cycles. The PDF417 bar code must incorporate a minimum of a 30% "error correction" capability.

COMPLIANT

EXCEPTION

USER INFORMATION GUIDE: Each garment shall include a User Information Guide with information required by NFPA 1971. This guide shall include:

- (a) Pre-use information:
  - Safety considerations.
  - 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.

COMPLIANT

EXCEPTION

Bunker coat shall be designed of a 3-panel construction in all layers to provide a proper fit. When measured at the center of the back from the collar seam to the hem bottom, the coat shall measure 29/32" long. Sleeves shall be of full length and of shoulder insert, 2-panel type design.

COMPLIANT

EXCEPTION

**CUSTOMIZED STANDARD OPTIONS:**

UNIVERSAL STRAP: One 2" wide x 5" long universal strap constructed of three layers of outer shell material with rivets to accommodate a personal alert device with clip holder, or flashlight equipped with clip holder. Location shall be one on the left side 2" from the shoulder seam in the front.

COMPLIANT

EXCEPTION

UTILITY SNAP: One reverse utility snap shall be riveted to the coat shell. The location shall be on the right side 2" from the shoulder seam in the front.

COMPLIANT

EXCEPTION

**BUNKER PANT**

Bunker Pant shall be Janesville Commando Super Lumbar Pant Model PSLM2K

COMPLIANT

EXCEPTION

Bunker Pant shall have liner/shell attached using eight (8) snaps

COMPLIANT

EXCEPTION

Bunker Pant shall have one layer of FR Lite-N-Dry Closed cell cushioning between thermal and moisture barrier layers of knee.

COMPLIANT

EXCEPTION

Bunker Pant shall have eight (8) suspender buttons

COMPLIANT

EXCEPTION

Bunker Pant shall have gold leather leg tabs

COMPLIANT

EXCEPTION

Bunker Pant shall have an independent waistband

COMPLIANT

EXCEPTION

Bunker Pant shall have an integrated lumbar support belt

COMPLIANT

EXCEPTION

Bunker Pant shall have gold leather knee reinforcements

COMPLIANT

EXCEPTION

Bunker Pant shall have gold leather cuff reinforcements

COMPLIANT

EXCEPTION

Bunker Pant shall have breathable moisture barrier in fly facing.

COMPLIANT

EXCEPTION

Bunker Pant shall have zipper with hook and loop and snap at waist fly-closure.

COMPLIANT

EXCEPTION

Bunker Pant shall have two (2) 10x10x2 inch full bellows pockets fully lined three (3) sides with Kevlar twill with one (1) piece 1.5x10 inch loop on pocket and two (2) pieces 1.5x2.75 hook on flap, right pocket split 6 inches in front and 4 inches in rear.

COMPLIANT

EXCEPTION

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

COMPLIANT

EXCEPTION

**SUSPENDERS**

Suspenders shall be Janesville SB342 – EZH-H back black quick adjust 42 inch non-stretch suspenders with metal loops

COMPLIANT

EXCEPTION

Suspenders shall be Janesville SB348 – EXH-H back black quick adjust 48 inch non-stretch suspenders with metal loops

COMPLIANT

EXCEPTION

## TURNOUT GEAR

### BID FORM

The undersigned hereby proposes to deliver the described equipment and certifies that this bid is in accordance with the terms and specifications as prepared by the City of Rochester Hills, subject only to exceptions as noted below (or on an attached sheet). Due to funding, quantity is unspecified. Please show pricing with breaks as noted.

Unit prices stated below will be firm for a period of three (3) years from date of award. The City reserves the right to extend the initial contract term for a fourth year under the same terms and conditions.

Please list percent of increase per year for items listed herein. Increase cannot exceed 5% per year.

Second Year 3 %

Third Year 3 %

Fourth Year 3 %

### **BUNKER COAT**

**Janesville Commando Coat Model CMDM2K, as specified**

Item/Quantity	Unit Price
1 - 24 Bunker Coat	878.55
25 - 60 Bunker Coat	878.55
61 - 96 Bunker Coat	848.60
97 - 144 Bunker Coat	848.60

Promised Delivery 60-75 days from order date

**BUNKER PANT**

Janesville Commando Super Lumbar Pant Model PSLM2K, as specified

Item/Quantity	Unit Price
1 - 24 Bunker Pant	565.55
25 - 60 Bunker Pant	565.55
61 - 96 Bunker Pant	546.00
97 - 144 Bunker Pant	546.00

Promised Delivery 60-75 days from order date

**SUSPENDERS**

Janesville EZH-H back black quick adjust - SB342, as specified

Item/Quantity	Unit Price
1 - 24 Suspenders	22.00
25 - 60 Suspenders	22.00
61 - 96 Suspenders	31.00
97 - 144 Suspenders	31.00

Promised Delivery 60-75 days from order date

Janesville EZH-H back black quick adjust - SB348, as specified

Item/Quantity	Unit Price
1 - 24 Suspenders	22.00
25 - 60 Suspenders	22.00
61 - 96 Suspenders	31.00
97 - 144 Suspenders	31.00

Promised Delivery Stock-10 days from order date

Exceptions/Variations to Specifications:

SEE PAGE 18

Exception / Variations to Specifications are:

Page 9 outer shell, page 10 collar,  
page 11 take-up straps. See comment  
\_\_\_\_\_ beside each request item  
\_\_\_\_\_  
\_\_\_\_\_

TERMS: (Discounts offered will be taken) N/A = 30 days net

REFERENCES:

Organization \_\_\_\_\_ Clinton Township Fire Dept. \_\_\_\_\_  
Contract Name \_\_\_\_\_ Chief Mike Phy \_\_\_\_\_  
586-263-8437 \_\_\_\_\_  
Telephone Number \_\_\_\_\_ \_\_\_\_\_

Organization \_\_\_\_\_ Ferndale Fire Dept. \_\_\_\_\_  
Contract Name \_\_\_\_\_ Chief Roger Schmidt \_\_\_\_\_  
248-546-2510 \_\_\_\_\_  
Telephone Number \_\_\_\_\_ \_\_\_\_\_

Organization \_\_\_\_\_ Southfield Fire Dept. \_\_\_\_\_  
Contract Name \_\_\_\_\_ Chief Pete Healy \_\_\_\_\_  
248-796-5602 \_\_\_\_\_  
Telephone Number \_\_\_\_\_ \_\_\_\_\_

Indicate the number of years that your company has been providing this type of clothing.

38

Indicate the number of years that your company has been a Janesville distributor.

30

Indicate the warranty coverage and warranty period for the clothing.

SEE ATTACHED Warranty Information  
\_\_\_\_\_  
\_\_\_\_\_

Has your company filed for bankruptcy or reorganized for financial reason in the past 36 months?

NO X

YES \_\_\_\_\_

Explain

\_\_\_\_\_

Is your company willing to extend pricing and terms given to the City of Rochester Hills Fire Department to the City of Sterling Heights, City of Auburn Hills and City of Mount Pleasant?

YES X NO \_\_\_\_\_

Is your company willing to aggregate the quantities of the participating cities' purchases to achieve discounted unit prices based on quantity?

YES X NO \_\_\_\_\_

Is your company willing to extend pricing and terms given to other local entities, which are part of the MITN purchasing cooperative?

YES X NO \_\_\_\_\_

If Yes, please complete the extension information below:

EXTENSION OF AWARD TO THE MITN PURCHASING COOPERATIVE

The City of Rochester Hills, the City of Sterling Heights and the City of Auburn Hills are members of the MITN (Michigan Intergovernmental Trade Network) Purchasing Cooperative. If your company is awarded item(s) referenced in this Bid, these cities and other cooperative governmental entities, as well as Oakland Township, Orion Township and City of Mount Pleasant, may wish to use this contract and will issue a purchase order for the item(s) awarded in the bid proposal. Each entity is responsible for their own payments and is to be considered individually for billing and collection purposes. Each entity will provide their own purchase order and delivery location(s) and must be invoiced separately to the address indicated on their purchase order.

  X   If an award is made by the City of Rochester Hills, it is agreed that the contract will be extended to the MITN Purchasing Cooperative and associate entities i.e., City of Mount Pleasant, Oakland Township and Orion Township, under the same prices, terms and conditions.

An extension proposal is attached which indicates the manner in which each entity will be added.

           Attached        X   Not Attached.

           Our company is NOT interested in extending the contract.

To be considered your company must specialize in this type of product and have performed the services listed herein as indicated in the specification. Submit **eight (8) copies** of the bid in one sealed envelope or box. The Fire Department and Purchasing Division will review all bids, check references, test sample gear if deemed necessary by the City and award the purchase to the company whose bid is viewed in the best interest of the City.

The undersigned hereby declares that he/she has carefully examined the general conditions and specifications and will provide Turnout Gear as described herein for the price set forth in this proposal. Any changes to the specifications and its impact on the final cost will be discussed and mutually agreed upon before the delivery of the services.

By submission of a response, the Proposer agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or

employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the City of Rochester Hills. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the City, at its discretion may reject their proposal.

It is understood that all proposed prices shall remain in effect for at least one hundred twenty (120) days from the date of the proposal opening to allow for the award and that, if chosen the successful vendor, the prices will remain firm through invoice.

This proposal is genuine and not collusive or sham and that the proposer has not in any manner, directly or indirectly, agreed or colluded with any other firm or association to submit a sham proposal or to refrain from proposing or in any way fix this proposal or that of any other proposer or to secure any advantage against the City of Rochester Hills.

COMPANY NAME: Apollo Fire Equipment

COMPANY ADDRESS: 12584 Lakeshore Dr.  
Romeo, MI 48065

TELEPHONE NUMBER: 586-752-1800

FAX NUMBER: 586-752-6907

E-MAIL ADDRESS apollo@glis.net

AUTHORIZED REPRESENTATIVE (NAME) Jo Ellen Pavoni

SIGNATURE: Jo Ellen Pavoni DATE 6-25-07

TITLE: Account Manager

## WARRANTY INFORMATION

Lion Apparel warrants that its fire fighter's protective products meet or exceed all applicable NFPA standards in effect at the time of their manufacture and further warrants that such products are free from any defect in workmanship or any patent material defect.

Conditions of use are outside the control of Lion Apparel. It is the responsibility of the user to inspect and maintain the products to assure they remain fit for their intended purpose. In order to maximize the useful life of these products, the products are to be used only by appropriately - trained personnel following proper fire fighting procedures and in accordance with the product's warning, use, and care instructions.

EXCEPT AS SET FORTH ABOVE, LION APPAREL MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OF FITNESS FOR ANY PARTICULAR USE.

Under the above warranties, Lion Apparel will repair or replace, at its option, any protective product which does not meet the above warranties. Such repair or replacement will be the purchaser's sole remedy and Lion Apparel will not be responsible for any incidental, consequential, or other damages based upon or arising in any way from any breach of the warranties contained herein or the purchaser's use of such product.

6oz. Pbi® outer shell: Experience has shown that six ounce outer shell fabrics exhibit reduced wear life and protective characteristics when compared to slightly heavier fabrics. Please note that Lion Apparel's Limited Lifetime Warranty against defects in materials does not include outer shells made from six ounce textiles.

These warranty obligations apply only to any product, part, or component which is returned to Lion Apparel or a Lion Authorized Clean and Repair Center with prior authorization and proof of purchase, and which Lion Apparel agrees to be defective as covered by this warranty.

The word "product" includes the product itself and any parts of labor furnished by Lion Apparel with the sales, delivery, or servicing of the product.

The term "useful life" means the length of time the garment can safely be worn for structural fire fighting activities, without needing major structural repairs that would be economically infeasible. (A general rule recommended by SAFER is that a garment should be retired when the costs of repair would exceed 50% of the replacement cost.) The useful life will vary from garment to garment, according to type and frequency of use, and the weight and type of materials used in the garment. Lighter weight outer shell fabrics will have a shorter useful life than heavier outer shell fabrics. In practical terms, the average useful life of a fire fighter garment undergoing normal wear in an active fire department is 3-5 years.

"Defects in Workmanship and Materials" means poorly manufactured seams, stitching, or components (for example, loose or broken seams; zippers or snaps that fall off or do not function properly); and fabrics or barriers which have such flaws as holes, uneven spots, weak areas, pilling, or other flaws caused by irregularities in their manufacture.

## EXCEPTIONS TO WARRANTY

This lifetime warranty does not cover the following items after receipt of garments by end user:

- A. Claims made after 60 days from the date of shipment for damage to 6 oz. outer shell fabrics;
- B. Damage from exposure of raw materials to ultraviolet light;
- C. Shade variations among textiles used;
- D. Damage caused by improper cleaning or maintenance (for example, use of chlorine or petrochemicals to clean);
- E. Damage caused by repair work not performed to factory specification;
- F. Damage from routine exposure to common fireground hazards which may cause rips, tears, burn damage, or abrasion;
- G. Loss of retroreflectivity of reflective trim due to normal wear or heat exposure;
- H. Detachment of reflective trim due to thread abrasion or heat exposure;
- I. Replacement of zippers worn partially sealed, or damaged by heavy wear and tear.
- J. Damage to outer shell fabrics in knees, elbows, shoulders, and cuff areas not protected by reinforcements.

# Lion Apparel, Inc.

6450 Poe Avenue  
 Suite 300  
 Dayton, OH 45414

with off-site facilities located at:

Lion Apparel, Inc.  
 West Liberty Mfg. Plant  
 318 Dogwood Lane  
 West Liberty, KY 41472

Lion Apparel, Inc.  
 2000 Composite Drive  
 Kettering, OH 45420

Lion Apparel, Inc.  
 1080 Center Street  
 Beattyville, KY 41311

Underwriters Laboratories Inc.® (UL) issues this certificate to the Firm named above, after assessing the Firm's quality system and finding it in compliance with

## ISO 9001:2000

EN ISO 9001:2000; BS ISO 9001:2000; ANSI/ASQ Q9001:2000

for the following scope of registration

**3842 (US): Orthopedic, Prosthetic, and Surgical Appliances and Supplies**

The design, manufacture and distribution of custom coats, pants, and coveralls for fire and emergency services personnel. The design, manufacture and distribution of uniforms, fire service helmets and helmet accessories for fire and emergency services personnel.

The West Liberty, KY off-site is responsible for the following functions: manufacturing, receiving, purchasing and training.

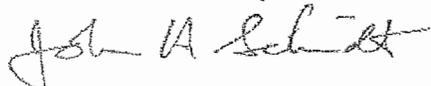
The Beattyville, KY off-site is responsible for the following functions: manufacturing, packaging, shipping, purchasing and training.

The Kettering, OH off-site is responsible for the following functions: manufacturing of helmet shells, receiving, purchasing, packaging, shipping and training.

Further clarifications regarding the scope of this certificate and the applicability of ISO 9001:2000 requirements may be obtained by consulting the organization.

This quality system registration is included in UL's Directory of Registered Firms and applies to the provision of goods and/or services as specified in the scope of registration from the address(es) shown above. By issuance of this certificate the firm represents that it will maintain its registration in accordance with the applicable requirements. This certificate is not transferable and remains the property of Underwriters Laboratories Inc. ©.

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