

City Council Report

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Sacramento, CA 95814

www.cityofsacramento.org

File ID: 2020-01208

Published for 10-Day Review 10/15/2020

Review Item 02

Title: (Contract for Review) Cooperative Purchasing Agreement: Purchase of Firefighter Structure Turnout Coats and Pants

Location: Citywide

Recommendation: Accept and publish for review a Motion 1) approving the use of the cooperative purchasing agreement between League of Oregon Cities Public Procurement Authority/National Purchasing Partners Government (NPP Gov) with Lion and its authorized resellers (Contract No. PS20065) for the purchase of Firefighter Structure Turnout Coats and Pants; and 2) authorizing the City Manager, or City Manager's designee, to execute purchases of Firefighter Structure Turnout Coats and Pants, through June 30, 2026, for a not-to-exceed amount of \$6,000,000; and continue to October 27, 2020 for approval.

Contact: John Danciart, Assistant Chief, (916) 767-2209, Fire Department

Presenter: None

Attachments:

- 1-Description/Analysis
- 2-Intergovernmental Cooperative Purchasing Agreement
- 3-League of Oregon Cities Master Price Agreement with Lion (Contract No. PS20065)
- 4-Lion Price Quote for FY 2020/21
- 5-2020 Structure Turnout Evaluation Report

Description/Analysis

Issue Detail: Firefighter structure turnout coats and pants are critical Personnel Protective Equipment (PPE). The structure turnout coats and pants are used to help prevent injury to firefighters as they perform normal job duties while fighting structure fires. This protective clothing is especially crucial should it become necessary for firefighters to battle fire on the interior of a building. This protective clothing can also be donned during other operational functions such as special technical rescues and salvage operations. Personal Protective Equipment typically has a useful life of ten (10) years from the date of manufacturing and current standards recommends replacing prior to the end of its useful life or replaced sooner if damaged beyond repair.

Policy Considerations: The recommendations in this report are in accordance with provisions of the City Code Section 3.56.240, which authorized the City Manager, where advantageous to the City, to utilize cooperative purchasing agreements approved by the City Council to purchase supplies or nonprofessional services through legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City.

The Sacramento City Code Section 4.04.020 and Council Rules of Procedure (Chapter 7, Section E.2.d) mandate that unless waived by a 2/3 vote of the City Council, all labor agreements and all agreements greater than \$1,000,000 shall be made available to the public at least ten (10) days prior to council action.

Economic Impacts: None.

Environmental Considerations: This report concerns administrative activities that do not constitute a "project" as defined by section 15378 of the California Environmental Quality Act (CEQA) Guidelines and is otherwise exempt pursuant to sections 15061(b)(3); 15378(b)(2).

Sustainability: None.

Commission/Committee Action: None.

Rationale for Recommendation: The Fire Department has been using the same fabric and material for their turnout gear for the past fifteen years. Within that span of time, there have been significant breakthrough in technology in the field of PPE, especially in turnouts that have been made available to fire agencies. The Department has always strived to prioritize the safety and well-being of its firefighters; therefore, as the current structure turnout contract has expired as of June 30, 2020, the Departments Logistics Division has had the opportunity to

evaluate PPE options available. The process began by forming a committee of Department's suppression personnel from all ranks.

The committee's first objective was to educate themselves on the textiles, fabric technology, and current innovations available. The department reached out to several PPE distributors, turnout manufacturers, and upstream suppliers to learn more about their respective products. Based on the information received, the committee decided to conduct a wear test.

In January 2020, the Department conducted an eight-month turnout wear test from four manufacturers: Globe, Lion, Fire-Dex, and Honeywell. To maintain the integrity of the evaluation, control parameters were established to prevent direct communication between any of the vendors and/or manufacturers and the evaluators. The wear test consisted of numerous fire incidents, controlled training burns and other fire department responses. At the conclusion of the wear test, the evaluators completed a survey to rank each turnout based on design, function and overall performance. The results of the survey indicate that Lion ranked the highest of the four manufacturers (see Attachment 5- 2020 Structure Turnout Evaluation Report).

Based on research completed by the Department it was determined that it would be advantageous for the City to use an established Intergovernmental Cooperative Purchasing Agreement between the League of Oregon Cities and Lion. This cooperative purchasing agreement was competitively/publicly bid, is available for the City to utilize through the National Purchasing Partners Government (NPP Gov) procurement organization. This procurement approach increases pricing competitiveness and lowers operating costs through volume purchasing. Additionally, utilizing a cooperative agreement reduces administrative costs, source directly with manufacture and streamline the purchasing process. Lion has offered through the League of Oregon Cities NPP Gov Cooperative Agreement to provide the City specific pricing for FY 2020/21 and will provide a yearly updated pricing and any necessary price increase justification.

Financial Considerations: Sufficient funding has been identified for purchasing goods and services from Lion through the League of Oregon Cities NPP Gov Cooperative Purchasing Agreement for Fiscal Year 2020/21. Purchases would be obtained utilizing available budget from operations and from the Fire Safety Equipment Program (F12000500). Purchases made after June 30, 2021 are subject to funding availability in the adopted budget of the applicable fiscal year.

Local Business Enterprise (LBE): The minimum LBE participation requirement is waived for the City's use of cooperative purchase agreements that have been competitively bid, evaluated, and awarded by other governmental agencies that may or may not have similar

LBE programs. Use of cooperative purchase agreements saves time, reduces administrative costs, improves efficiency and helps taxpayer dollars go farther.

Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between the “Lead Contracting Agency” and participating government entities (“Participating Agencies”), that are members of National Purchasing Partners (“NPPGov”), including members of Public Safety GPO, First Responder GPO, Law Enforcement GPO, Education GPO and EMS GPO that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as “parties” to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPPGov provides group purchasing, marketing and administrative support for governmental entities. NPPGov’s marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPPGov has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPPGov may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party’s procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies’ procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

- a. A “procuring party” is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.
- b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the “Lead Contracting Agency Endorsement and Authorization” or “Participating Agency Endorsement and Authorization,” as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to “Lead Contracting Agency”

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF “THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION” OR “PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION,” AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

**LEAGUE OF OREGON CITIES
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of the League of Oregon Cities (“Lead Contracting Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the League of Oregon Cities to Participating Agencies locally, regionally, and nationally through NPPGov. Copies of Master Price Agreements and any amendments thereto made available by the League of Oregon Cities will be provided to Participating Agencies and NPPGov to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the League of Oregon Cities and is duly authorized to sign this League of Oregon Cities Endorsement and Authorization.

DocuSigned by:

38C546F8869143E...

Date: 3/26/2020

BY:
ITS:

League of Oregon Cities Contact Information:

Contact Person: Mike Culley
Address: 1201 Court St NE #200, Salem, OR 97301
Telephone No.: 503-588-6550
Email: mculley@orcities.org

**PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of _____ (“Participating Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPPGov.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPPGov shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of _____ and is duly authorized to sign this Participating Agency Endorsement and Authorization.

BY: _____
ITS: _____

Date: _____

Participating Agency Contact Information:

Contact Person: _____
Address: _____

Telephone No.: _____
Email: _____

LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the “Effective Date”) by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 (“LOC” or “Purchaser”) and LION (“Vendor”).

RECITALS

WHEREAS, the Vendor is in the business of selling certain FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE), as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 1915 for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE); and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 “Agreement” shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser’s Request for Proposal No. 1915 (herein “RFP”) and Vendor’s Proposal submitted in response to the RFP (herein “Vendor’s Proposal”) as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the “Contract Documents”).

1.2 “Applicable Law(s)” shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 “Employee Taxes” shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor’s employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 “Purchaser’s Destination” shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 “Products and Services” shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 “Purchase Order” shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 “National Purchasing Partners” or “(NPP)” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.9 “Lead Contracting Agency” shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this Agreement.

1.11 “Party” and “Parties” shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements. In the event that the provisions of this Agreement

conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement (“Initial Term”). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a “Renewal Term”); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser’s Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor’s Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. (“Incidental Expenses”).

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the

Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Jamie Johnson-Davis
Email: rfp@ORCities.org

If to Vendor:

LION
7200 Poe Ave.
Suite 400
Dayton, OH 45414
ATTN: Melissa Kirk
Email: mkirk@lionprotects.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

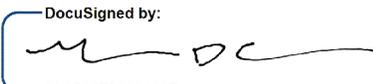
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

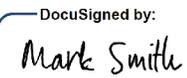
DocuSigned by:
Signature:  _____
38C546F8869143E...

Printed Name: Mike Cully

Title: Executive Director
LEAGUE OF OREGON CITIES

Dated: 4/13/2020

VENDOR:

DocuSigned by:
Signature:  _____
474CBB00BB93411...

Printed Name: Mark Smith

Title: President
LION

Dated: 4/13/2020

ATTACHMENT Ato Master Price Agreement by and between **VENDOR** and **PURCHASER**.**PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)	
Product Category	Percentage (%) off List Price* (OR fixed price if % off pricing is not available)
Fire (Firefighter) Turnouts or Turnout Gear	35%
Wildland Fire Fighting Protective Gear Versa Pro/Versa Pro Plus	15%
EMS & General Fire Garments	-
• Technical Rescue TR51	35%
• Urban Search and Rescue	35%
• Emergency Medical Operations Protective Ensembles TR51	35%
• Station Wear	35%
Helmets	35%
CBRN	15%
Gloves	10%
Boots	20%
Accessories Turnout Only	35%
Protective Garment Laundry Machines	-
• Extractors	-
• Decontamination chemicals	-
Maintenance & Cleaning Services	20%
Particulate Blocking Hoods	15%
Med Pro	15%
Other LION Academy Online	NC

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor's authorized dealers and distributors, as applicable, are identified in Attachment G, as may be updated from time to time with an amendment.

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

(The Vendor's Proposal is not attached hereto.)

(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

ATTACHMENT G

to Master Price Agreement by and between VENDOR and PURCHASER.

VENDOR AUTHORIZED DISTRIBUTOR LIST

Listed below is a list of authorized distribution partners provided by VENDOR. It is the intention that this agreement may be used by any of the members listed on the AUTHORIZED DISTRIBUTOR LIST.

LION AUTHORIZED DISTRIBUTION

- 1ST OUT SPECIALTY EQUIPMENT
- 5 ALARM FIRE & SAFETY EQUIPMENT
- ALASKA SAFETY INC
- ALLSTAR FIRE EQUIPMENT
- ARTESIA FIRE EQUIPMENT
- ASSOCIATED FIRE SAFETY
- BME Fire Fighter Supply, LLC
- C & S SPECIALTY
- CMP MAYER INC.
- DACO FIRE EQUIPMENT
- DICAR CORP
- ELIZACO
- FINLEY FIRE EQUIPMENT
- FIRE & SAFETY EQUIPMENT CO
- FIRE EQUIPMENT SPECIALTIES
- FIRE SUPPLY INC
- FIRE TECH AND SAFETY OF NEW ENGLAND
- FIRE-END & CROKER CORP
- HEIMAN FIRE EQUIPMENT
- MICMAC FIRE SAFETY SOURCE LTD.
- MID ATLANTIC FIRE AND AIR
- MID-AMERICA FIRE & SAFETY
- MOSES FIRE EQUIPMENT
- MUNICIPAL EQUIPMENT
- NORTH AMERICAN FIRE EQUIP CO
- PHOENIX SAFETY OUTFITTERS
- PIEDMONT FIRE INC
- POMASL FIRE EQUIPMENT
- PPE SOLUTIONS INC
- RED HOT FIRE EQUIPMENT
- SEA WESTERN INC
- SENTINEL EMERGENCY SOLUTIONS
- SPI HEALTH & SAFETY INC
- SUSQUEHANNA FIRE EQUIPMENT CO
- TOM SMITH FIRE EQUIPMENT CO
- TURNOUT FIRE & SAFETY
- UNITED FIRE APPARATUS CORP
- UNITED FIRE EQUIPMENT CO
- VOGELPOHL FIRE EQUIPMENT
- WITMER ASSOCIATES INC

Certificate Of Completion

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Source Envelope:	
Document Pages: 17	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Bill DeMars
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1100 Olive Way
	Suite 1020
	Seattle, WA 98101
	bill.demars@nppgov.com
	IP Address: 173.29.186.28

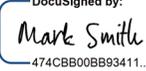
Record Tracking

Status: Original	Holder: Bill DeMars	Location: DocuSign
4/13/2020 4:02:25 PM	bill.demars@nppgov.com	

Signer Events

Mark Smith
 Msmith@lionprotects.com
 President
 Security Level: Email, Account Authentication (None)

Signature

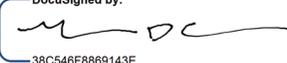
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 Signed using mobile

Timestamp

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Electronic Record and Signature Disclosure:
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Mike Cully
 mcully@orcities.org
 Executive Director
 Security Level: Email, Account Authentication (None)

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 Signature Adoption: Drawn on Device
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/13/2020 5:33:48 PM
Certified Delivered	Security Checked	4/13/2020 5:40:54 PM
Signing Complete	Security Checked	4/13/2020 5:41:42 PM
Completed	Security Checked	4/13/2020 5:41:42 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bruce.busch@mynpp.com

To advise National Purchasing Partners of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify National Purchasing Partners as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by National Purchasing Partners during the course of my relationship with you.



October 7th, 2020

Re: **Sacramento Fire Department
Structural Firefighting PPE
LION Annual Price Increases**

To Whom it May Concern,

Thank you for the opportunity to provide the City of Sacramento Fire with structural turnouts. Attached you will find the LION PSGQ/Pricing. This pricing of \$2,367.97/set will be good through June 30th, 2021. Sixty days prior to the annual renewals LION will provide the City of Sacramento with information regarding price increases. Historically annual increases range from 3%-5%. Should there be a reason for an increase over 5%, LION will provide the City of Sacramento with any and all documentation from upstream suppliers as to why the increases are necessary.

Michelle Trout
Metro Account Manager
LION

cc: Hayley Botkin, LION
Chris Parkinson, LION
Christine Mays, LION



7200 Poe Ave, Suite 400
Dayton, OH. 45414

Phn 800-421-2926
Fax 877-803-1032

QUOTE

Department:

City of Sacramento Fire Dept
Neil De Leon
5770 Freeport Blvd. Suite 200
Sacramento, CA 95822

Dealer Hdqtrs.

LION
Michelle Trout
7200 Poe Ave
Dayton, Ohio 45414
United States

Reference #

PSGQ24592

Dist Sls Mgr

Michelle Trout

Sales Coord.

Christine Mays

Prepared By

Christine Mays

Start

10/7/2020

Expiration

6/30/2021

Document Name SacCityCA_Quote_LION

Freight Terms FOB: Origin

Payment Terms NET 45

PSGQ24592
EXACT & NUMERIC SIZES
NPP Contact
Member ID M-5719471

Shipment ARO STD - Confirm when placing order

Ship Via Fed Ex Ground

Delivery within 48 contiguous states prepaid by LION

PSGQ24592 **Please reference this Quote Number on your Purchase Order** *Pricing Page: 1*

Ln #	Qty	Description	MFGR Part #	Unit Price	Ext. Price
1	1	Custom Turnout Coat - 2020		\$1,474.29	\$1,474.29
2		Coat Model / Design LION® Turnout V-Force® Coat	V-Force® Coat		
3		Coat Model / Design 32" Male V-Force® Bi-Swing Coat	CVBM-32		
4					
5		Coat Liner & Moisture Barrier Traditional Liner, Glide Ice™ face cloth quilted to DWR treated 1.5 oz Araflo®, CROSSTECH® BLACK (Type 2F) PTFE/Nomex® Pajama Check laminated membrane, 3.0 oz NOMEX® woven face cloth.	C7 - Traditional		
6		Coat Inner Yoke Reinforcement C Liner: 1 layer Semper Dri® (RM1377059) 1 layer RM1376-103 front and back yokes sewn to coat thermal liners. - V-Force Bi-Swing	LYR232		
7		Coat Water Well Chambray DWR 2-Layer AraFlo E89 Quilt with Chambray face cloth//Pajama Check CROSSTECH with 1" elastic wrist shield. Waterwell with thermoplastic zipper - pull side sewn to coat liner sleeves. - V-Fit	CLW227Z		
8		Coat Wristlets 4" isodri wristlet sew to liner system with 5/8"x3 1/8" nomex webbing thumbloop.	CLW760		
9		Coat Outer Shell Material PBI® Max, 6.0 oz.	6oz PBI® Max Black		

Ln #	Qty	Description	MFGR Part #	Unit Price	Ext. Price
10		Fabric Color BLACK Outer Shell	Black		
11		Reflective Trim 3" NYC Yellow Ventilated Triple Trim	CT204PTY		
12		Drag Rescue Device DRD: Firefighter Recovery Harness with 2" welt and 6x3.25" flap with rounded corners. 1 piece 1.5x2" loop for harness storage. 1 piece 1x4.5" loop on shell for flap closure, 1 piece 1x4.5" hook on flap. 1 piece 1.5x2" hook on harness. 1 piece 2x2" loop inside shell above chest trim for harness strap, 1 piece .75x4.5" hook&loop on harness strap with 2.25x2.75" arashield, 1 pair 1x3.5" self-fabric strap with 1x2" hook and loop. The loop handle shall have a silver retro-reflective LION logo patch.	BHS031		
13		Reflective Trim 3" Yellow Ventilated Triple Trim reflective trim, set vertical down flap of firefighter recovery harness, 4 rows lockstitch.	CTB26PT3Y		
14		Coat Collar 3" split self fabric collar with CROSSTECH® PJ lined. 2 pieces 1x3" hook on each end inside, thermoplastic zipper - pull side set along top edge for attachment to liner. 1.5x4" hook&loop for front closure. V-Fit	CR236Z		
15		Collar Flashing 3" Self fabric, PJ CROSSTECH lined split collar with 2 pieces 1x3" loop on moisture barrier, thermoplastic zipper - pin side set along top edge for attachment to shell. Use with CR236Z & CR237Z	CLF221Z		
16		Liner Inspection System (Std) Coat liner inspection system located at center right front of liner, with 1x4" loop. V-Fit coats	CLO208		
17		MISC. Fasteners (Std) 1.5x3" hook sewn to right front shell for the Coat Liner Inspection System - V-Fit	MF020		
18		Coat Cuff Reinforcement Black Poly-Coated Aramid Cuff Reinforcements with thermoplastic zipper - pin side - V-Fit	CC711Z-BLK		
19		Coat Elbow Reinforcement Contoured Self-Fabric elbow patch w/ 1 layer Lite-N-Dri padding. V-Force Bi-Swing	EB519		
20		Coat Shoulder Reinforcement (Std) Self fabric shoulder caps	SC715		
21		Coat Closure System 5" Stormflap (square corners) w/ 2 layer self fabric & Gore RT7100 PTFE, hook & dee in, 2" hook & loop out (loop & 4 d-rings on coat front, 4-701's on stormflap side & ****hook on stormflap****) for V-Fit bi swing design RECEIVES MT525	SF243		

Ln #	Qty	Description	MFGR Part #	Unit Price	Ext. Price
22		MISC.	MF027		
		1 BLACK PCA zipper pull for coat closure zipper (threaded through end of zipper pull and bartacked).			
23		Coat Pockets			
24		Turn-Out Pockets	HP633		
		(2) 9x9x2" semi bellow & handwarmer comb. pkt w/6" opening on blw side, semi bellow fully lined with KEVLAR® twill and KEVLAR® twill backer, handwarmer lined w/ fleece. 2pcs 1.5x3" lp on pkt & 2pcs 1.5x3" hk on flp, 2 layers lite-n-dri insd flp corner & BLACK PCA tab out. USE HP636 FOR SHORTER COATS.			
25		Item Location for Above			
		LEFT & RIGHT FRONT BOTTOM			
26			RP689		
		3.5x9x2" Radio pocket w/ polycotton fully lined all 3 sides inside pocket, 1pc. 1x2" loop on pocket & 1pc. 1x2" hook on flap, antenna notch on each side on flap.			
27		Item Location for Above			
		LEFT CHEST			
28		Coat Reinforcement	CRF522		
		3.5x4.5" finished size self fabric reinforcement patch sewn to shell.			
		RECEIVES MF003 RESIZE TO FIT MF003			
29		Item Location for Above			
		RIGHT CHEST			
30		MISC. Fasteners	MF003		
		Utility Snap Hook 701 (reverse snap riveted to coat shell)			
31		Item Location for Above			
		RIGHT CHEST - 2.5" ABOVE TOP OF FLS521 & CENTER ABOVE FLS			
32		Flashlight Strap	FLS521		
		1x10" 2 layers self fabric flashlite strap X-stitched to shell with 1x3" hook and loop.			
33		Item Location for Above			
		RIGHT CHEST - DIRECTLY ABOVE CHEST TRIM & CLOSE AS POSSIBLE TO SF			
34		Flashlight Strap	FLS571		
		2x13" self fabric GLOVE strap with 1 piece 2x3.5" hook on one end, 1 piece 2x3.5" loop on opposite end, strap to be X-stitched & tack all 4 corners of X-stitch.			
35		Item Location for Above			
		RIGHT CHEST - DIRECTLY BELOW CHEST TRIM 1" FROM SF; SET VERTICAL HOOK TO PULL UP			

Ln #	Qty	Description	MFGR Part #	Unit Price	Ext. Price
36		Sewn On Lettering	LTSL3YNS		
		Sewn On 3" Lime/Yellow 3M™ Scotchlite™ Letters (each line) 6 - 12 Alpha Numeric Name Characters			
37		Lettering			
		Lettering shall be SACRAMENTO			
38		Location for Lettering			
		ARCHED ON YOKE			
39		Sewn On Lettering	LTSL3YIS		
		Sewn On 3" Lime/Yellow 3M™ Scotchlite™ Letters (each line) max 5 Alpha Numeric ID Characters			
40		Lettering			
		Lettering shall be F.D.			
41		Location for Lettering			
		ACROSS YOKE			
42		Coat Tail Panel	CTP002		
		*** ADD CTPL *** 6.5" Coat Tail Panel for coat shell. (For all coats except Reliant)			
		RECEIVES LP1			
43		Coat Tail Panel	CTPL6C7		
		6.5" Coat Tail Panel for coat liner. 1 Layer Glide AraFlo quilt, Chambray Facecloth/Pajama Check CROSSTECH. (C7) - (For all coats except Reliant)			
		>>>>>> ORDER ENTRY NOTE: THIS PART # IS AUTOMATICALLY SELECTED WHEN THE CTP002 IS SELECTED.			
44		Coat Shell Attachment	CSA711		
		5- .5x2" self fabric straps with end bartacked to shell and opposite end loose with 1 female non-logo snap. 1 strap at center back, 1 at each sideseam, and 1 centered between each sideseam and middle back hem. 5 male snaps on liner to align with the female snaps. (Can only be used where liner is within 1" of outer shell.) - V-Force			
45		Lettering Patches	LP1		
		4x18" 1 line letter patch			
		SET ON CTP002			
46		Lettering Patch Attachment	LPSP		
		The Letter Patch shall be sewn directly to Coat.			
47		Sewn On Lettering	LTSL3YNS		
		Sewn On 3" Lime/Yellow 3M™ Scotchlite™ Letters (each line) 6 - 12 Alpha Numeric Name Characters			
		LTSL2YNS - 2" letters will be used for longe names			
48		Lettering			
		Lettering shall be FF LAST NAME; unless noted			

Ln #	Qty	Description	MFGR Part #	Unit Price	Ext. Price
49		Location for Lettering ON ABOVE PATCH			
50		Mic Tab (2) 1x3.25" self fabric mic tab- bartacked.	MT525		
51		Item Location for Above LEFT CHEST - ABOVE RADIO PKT PLACE ON STORMFLAP; 3" BELOW TOP OF SF; SET HORIZONTAL			
52		Hanger Loop (Std) 5/8" x 4 1/2" Self fabric hangerloop.	HL02		
53					
54	1	Custom Turnout Pants - 2020		\$893.68	\$893.68
55		Pant Model / Design LION® Turnout V-Force® Pant	PVFM/F		
56					
57		Pant Liner & Moisture Barrier Traditional Liner, Glide Ice™ face cloth quilted to DWR treated 1.5 oz Araflo®, CROSSTECH® BLACK (Type 2F) PTFE/Nomex® Pajama Check laminated membrane, 3.0 oz NOMEX® woven face cloth.	C7 - Traditional		
58		Liner Inspection System (Std) Pant liner inspection system with 1x5" loop located at right side of liner waist.	PLO200		
59		MISC. Fasteners (Std) 1.5x3" hook sewn to right shell front for the pant liner inspection system.	MF018		
60		Pant Outer Shell Material PBI® Max, 6.0 oz.	6oz PBI® Max Black		
61		Fabric Color BLACK Outer Shell Material	Black		
62		Thermoplastic zippers sewn vertically to thermal liner fly area. Pin side set on left, pull side set on right - V-Fit	PLF004Z		
63		Pant Fly Closure Sewn on pant FLY with PJ CROSSTECH®, closure thermo plastic zipper inside with 1.5" hook & loop, thermoplastic zipper - pull side underneath moisture barrier for liner attachment V-Fit REMOVE SAP715 SNAP AT TOP OF FLY	FLY233Z		

Ln #	Qty	Description	MFGR Part #	Unit Price	Ext. Price
64		Take Up Straps 1 short leather take-up strap riveted, 703 snap hook, D-ring	TUP503		
65		Leg Tabs (Std) 2 Black Leather leg tabs per leg with non-logo female snaps.	LGT000-BLK		
66		Pant Knee Reinforcement (Std) Black Poly coated aramid contoured knees with Lite-N-Dri padding. V-fit	KP211-BLK		
67		Pant Cuff Reinforcement Black Poly-coated aramid pant cuffs and 3x3.5" kick shield.	PC504-BLK		
68		Belts and Harnesses (Std) 2" wide KEVLAR® belt with 2" self-locking thermoplastic buckle with quick release mechanism.	BHS013		
69		Belts and Harnesses (Std) 3 Belt loops, 4" wide by 3.5" high, 2-layer self-fabric, double stitched to pant shell, bartacked all four corners	BL007		
70		Suspenders EZH H-Back Quick Adjust Non-Stretch Suspenders w/ wire clip, Black SB336 - 36" SB342 - 42" SB348 - 48" SB354 - 54"	SB342=01		
71		Pant Pockets			
72		Turn-Out Pockets 9x10x2" Full bellow pocket w/ KEVLAR® twill fully lined all 4 sides inside pocket & BLACK PCA 4" up outside on pocket, 1pc. 2x9" loop on pocket & 3pcs. 1.5x3" hook on flap.	FBP1018		
73		Turn-Out Pockets 9x10x2" Split bellow pocket w/ KEVLAR® twill fully lined all 4 sides inside pocket & BLACK PCA 4" up outside on pocket, 1pc. 2x9" loop on pocket & 3pcs. 1.5x3" hook on flap. SPLIT 30 FRONT/70 REAR	BDP909		
74		Item Location for Above LEFT THIGH - FBP RIGHT THGHIH - BDP			
75		Turn-Out Pockets 3.25x4.5x1" Tether coat pocket w/ 1 pc. 1" x 2" loop on pocket and 1 pc. 1" x 2" hook on flap, 1 eyelet.	MP710		
76		Item Location for Above RIGHT POCKET			
77		Boot Cut "Boot cut" pant legs.	PMO542		

Ln #	Qty	Description	MFGR Part #	Unit Price	Ext. Price
78		Reflective Trim	PTC4PT3Y		
		3" Lime/Yellow Ventilated Triple Trim Reflective trim around leg bottoms- 4 rows lockstitch.			
				SubTotal	\$2,367.97
				Sales Tax	\$0.00
				Shipping	\$0.00
				Total	\$2,367.97

Because of tax rules, the exact shipping locations, and the time that an order is submitted, the above tax is for reference only. Any applicable tax will be applied to the order at the time the order is received.

Lion First Responder PPE, Inc. hereby gives notice of its objection to any different or additional terms or conditions except for any such terms and conditions as may be expressly accepted by Lion First Responder PPE, Inc. in writing. Unless different or additional terms and conditions are accepted in writing, the terms and conditions stated above shall apply, and such terms and conditions supersede any prior or contemporaneous agreement or correspondence between the parties.

SEPTEMBER 1, 2020



SACRAMENTO FIRE DEPARTMENT

2020 STRUCTURE TURNOUT EVALUATION REPORT

LOGISTICS DIVISION

2020 STRUCTURE TURNOUT EVALUATION REPORT

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2020 STRUCTURE TURNOUT EVALUATION REPORT

Executive Summary

Objective

The Sacramento Fire Department entered a wear trial to establish two things: First is to find the most suitable composite for our membership that takes into consideration the workload and climate while focusing on wearability, maneuverability and durability as top priorities. Second is to have a recommendation on a manufacturer that can meet the expectations and demands of the Sacramento Fire Department.

The objective was to conduct a fair and unbiased wear test. Control parameters were placed in the communication chain to prevent any vendors and/or manufacturers influence the wear testers. All issues with the turnouts and other related accessories were screened and handled by the PPE support staff as they acted as the point of contact between the vendors and the wear testers.

Recommendation

After eight months of wear trial that consisted of numerous fire incidents, training burns and countless other fire department responses, the PPE committee is recommending the following:

Composites:

Outer Shell – PBI Max 6.0 oz
Moisture Barrier- Gore Crosstech Black
Thermal Liner – Glide Ice 2 Layer
Option – with Center Cut Option

Manufacturer:

Lion

About the Evaluation

Evaluation Period

The evaluation began in January 2020 and concluded in August 2020. Within this timeframe, wear testers were able to put the equipment to the test through three different seasons; winter, spring and summer.

Evaluators

Four department members from various ranks that work at busy stations, have high fire activity and conduct daily training. They also attended and participated in numerous training burns with the academy and training staff.

PPE Staff/Support

- Neil de Leon – Administrative Analyst
- Masoumeh Ramazani – Stores Administrator
- Andrew Ramos – 522 Representative

Wear Test Participants

- Globe – Rep: PJ Kurpinsky (L.N. Curtis)
- Honeywell – Rep: Kaleb Winsheimer

2020 STRUCTURE TURNOUT EVALUATION REPORT

- Lion – Rep: Michelle Trout
- Fire-Dex – Rep: Allen Rom

Wear Test Composites

*** Due to the word length of the composites, the following acronyms will be used for the remainder of this report ***

- Globe
 - G-PBC – Pioneer/CT Black/Caldura
 - G-PBG2 – Pioneer/CT Black/Glide Ice 2
 - G-PBIBC – PBI/CT Black/Caldura
 - G-PBIBG2 – PBI/CT Black/Glide Ice 2
- Honeywell
 - H-PBC – Pioneer/CT Black/Caldura
 - H-PBG2 – Pioneer/CT Black/Glide Ice 2
- Lion
 - L-PBG2 – Pioneer/CT Black/Caldura
 - LPBIBG2 – PBI/CT Black/Glide Ice 2
- Fire-Dex
 - F-T71BG2 – Tecgen 71/CT Black/Glide Ice 2

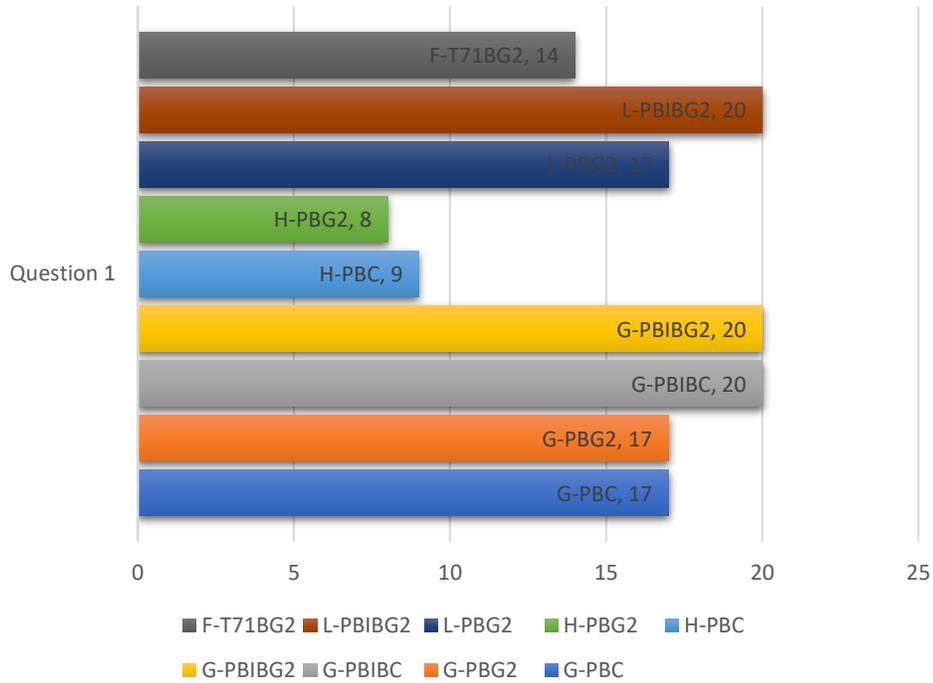
Evaluation Guidelines

- There is a total of 24 questions, which are all based on design, function and performance
- Each question is rated between 1 to 5; with 5 being the best.
- Participants can earn up to a maximum of 20 points per question, and a maximum of 480 point for the entire evaluation.
- The evaluation if composed of the following sections:
 - Questions
 - Consensus
 - Ranking by Design
 - Ranking by Feature
 - Ranking by Performance

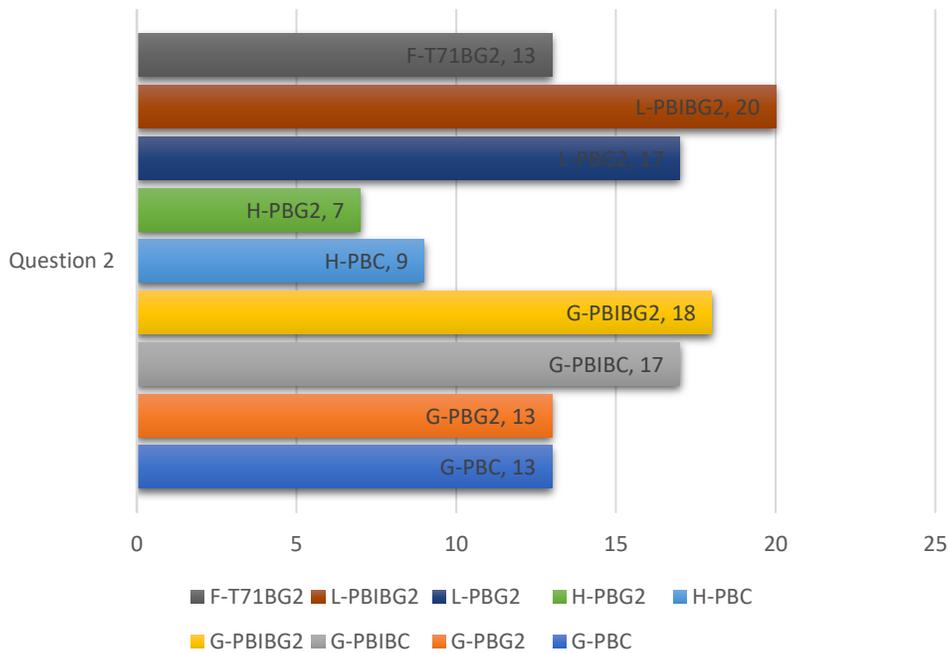
2020 STRUCTURE TURNOUT EVALUATION REPORT

Evaluation Questions

1. Does the jacket feel lighter than the jacket you were wearing?

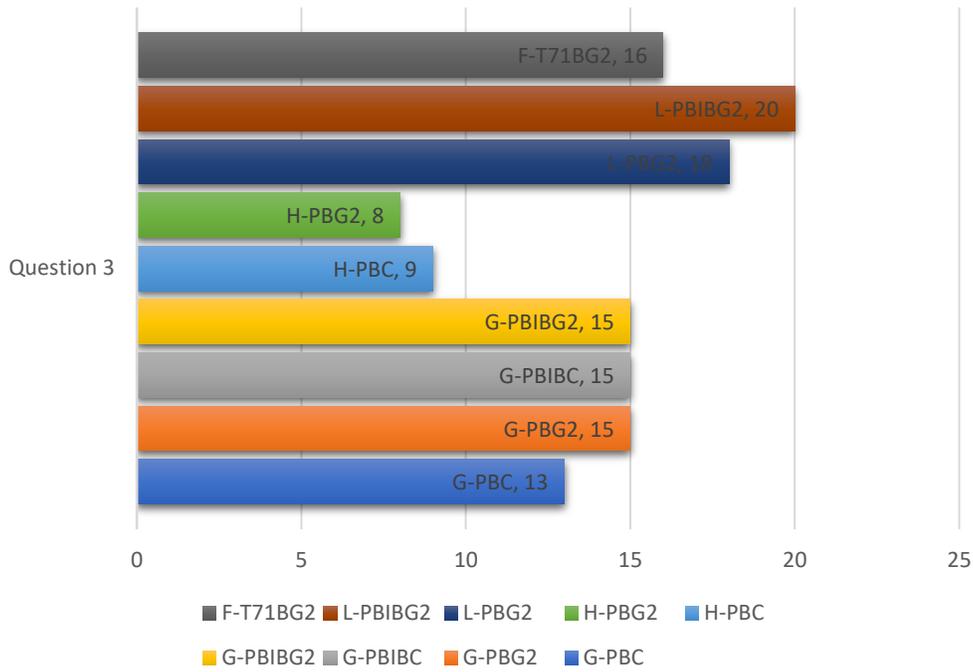


2. Do the pants feel lighter than the pants you were wearing?

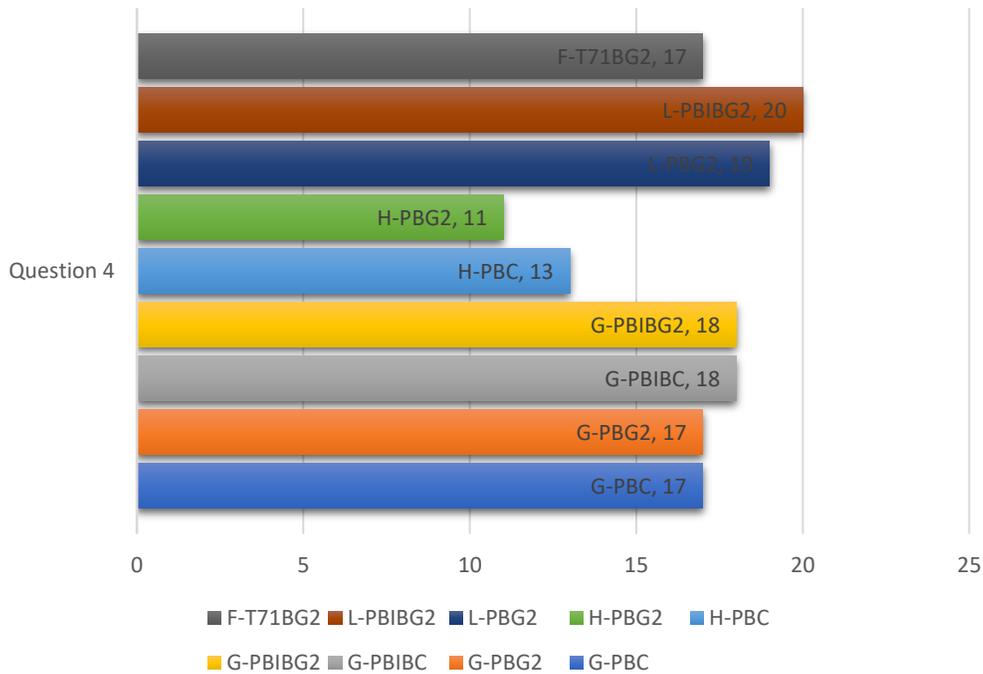


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3. Can you crawl without being restricted?

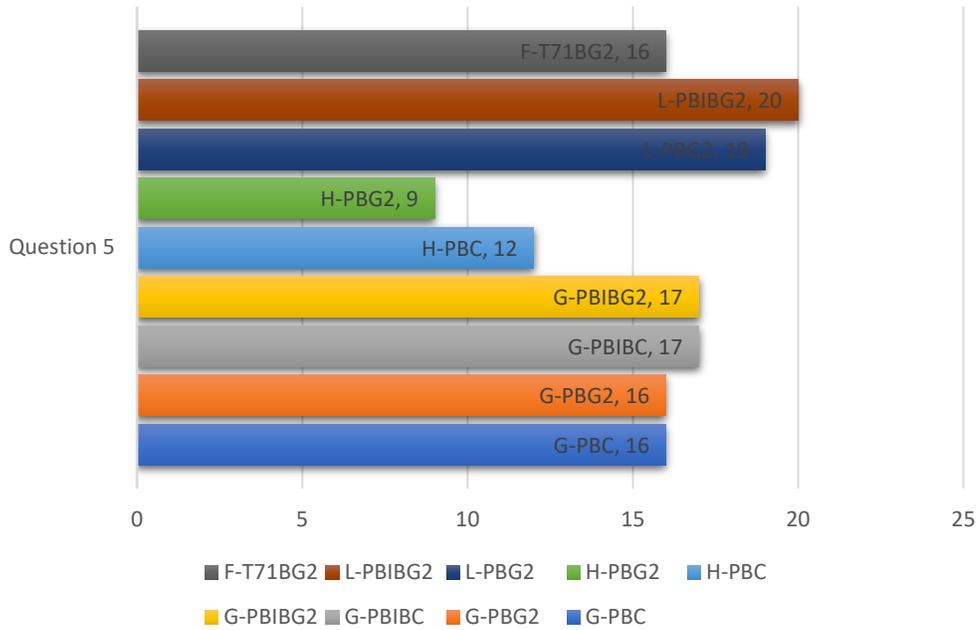


4. Does the gear allow you to raise your arms above your head without restrictions?

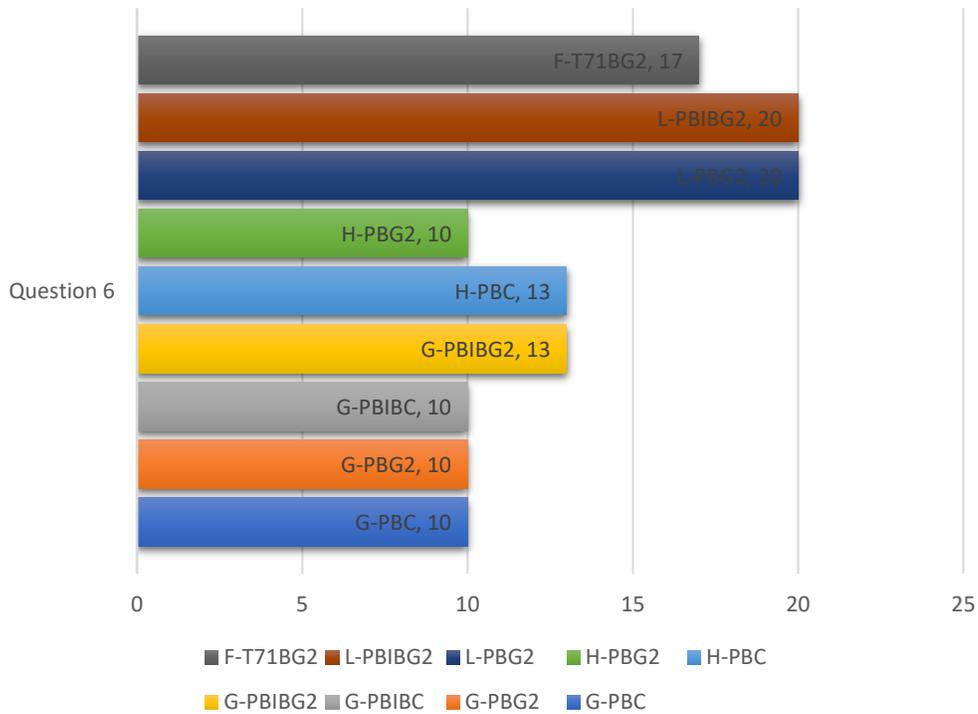


2020 STRUCTURE TURNOUT EVALUATION REPORT

5. Do you have an adequate range of motion while wearing the gear?

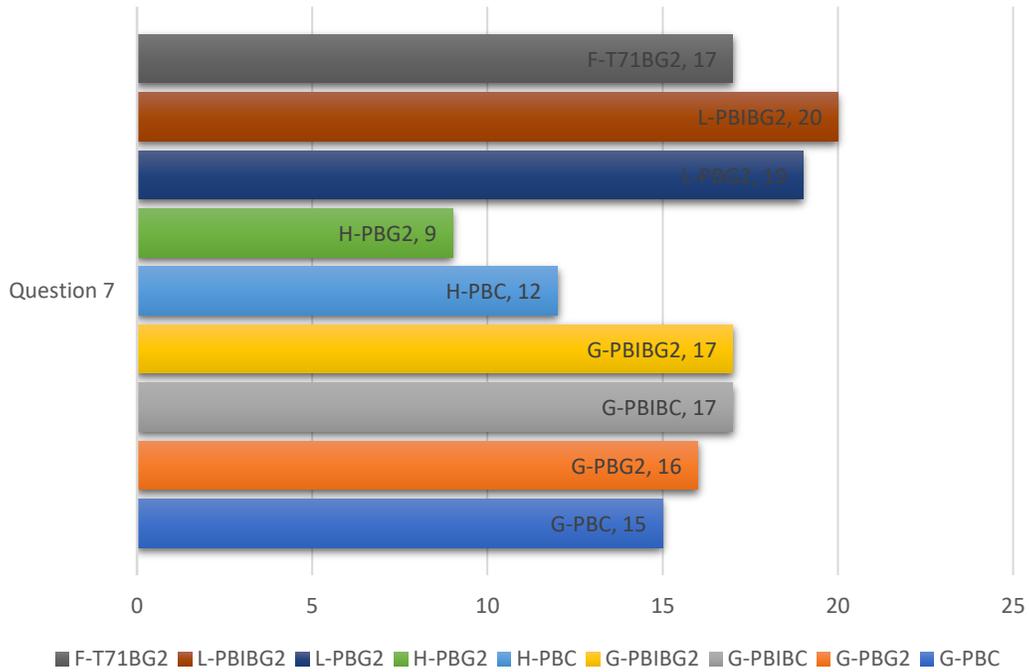


6. Is it easy to don and doff?

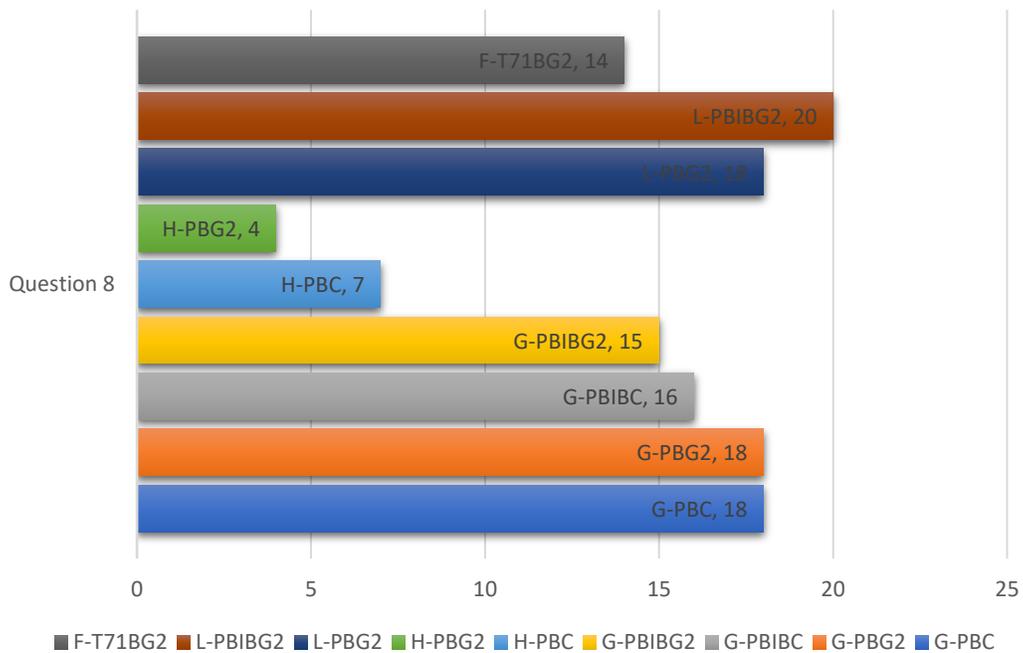


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7. Do you have an adequate range of motion while wearing the gear WET?

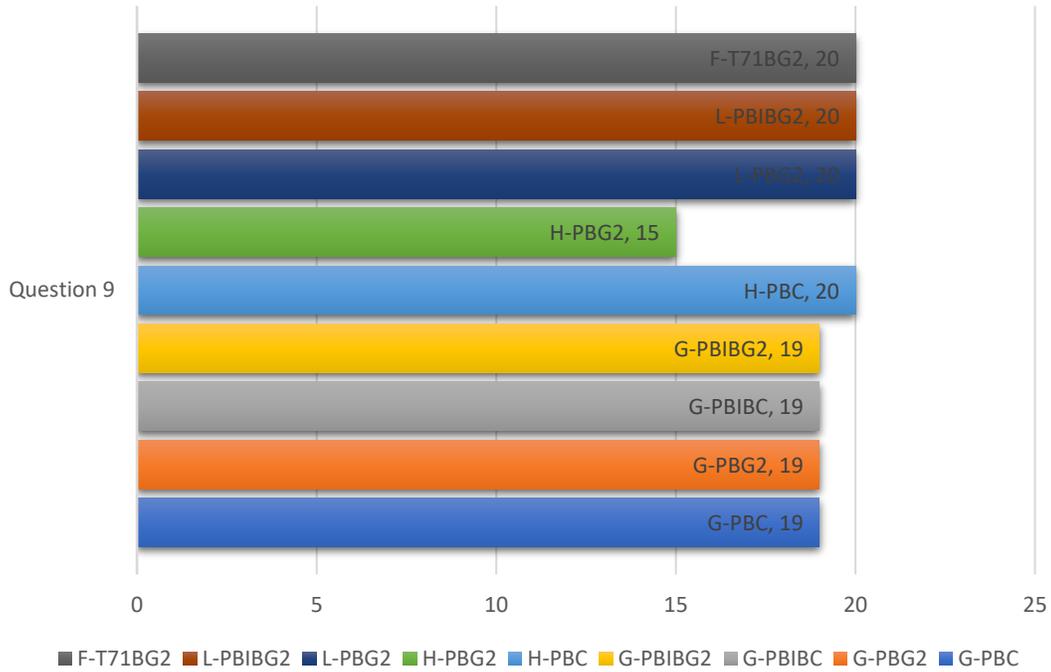


8. Which collar closure works best?

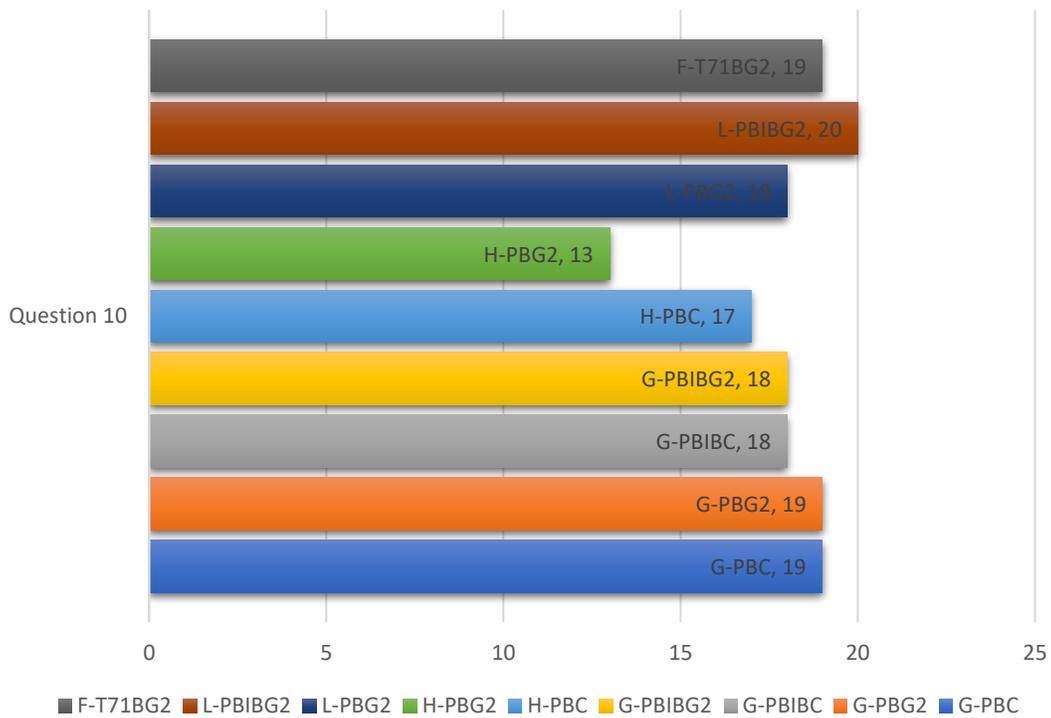


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9. Is the radio pocket located in the right spot and on the best side?

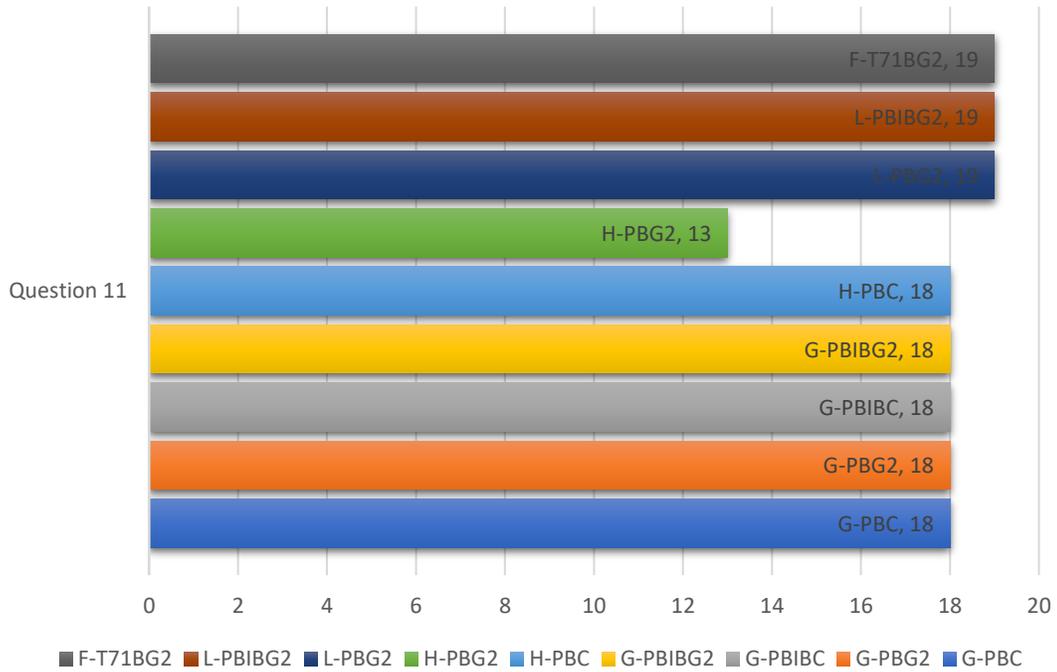


10. Does the pocket closure system work well?

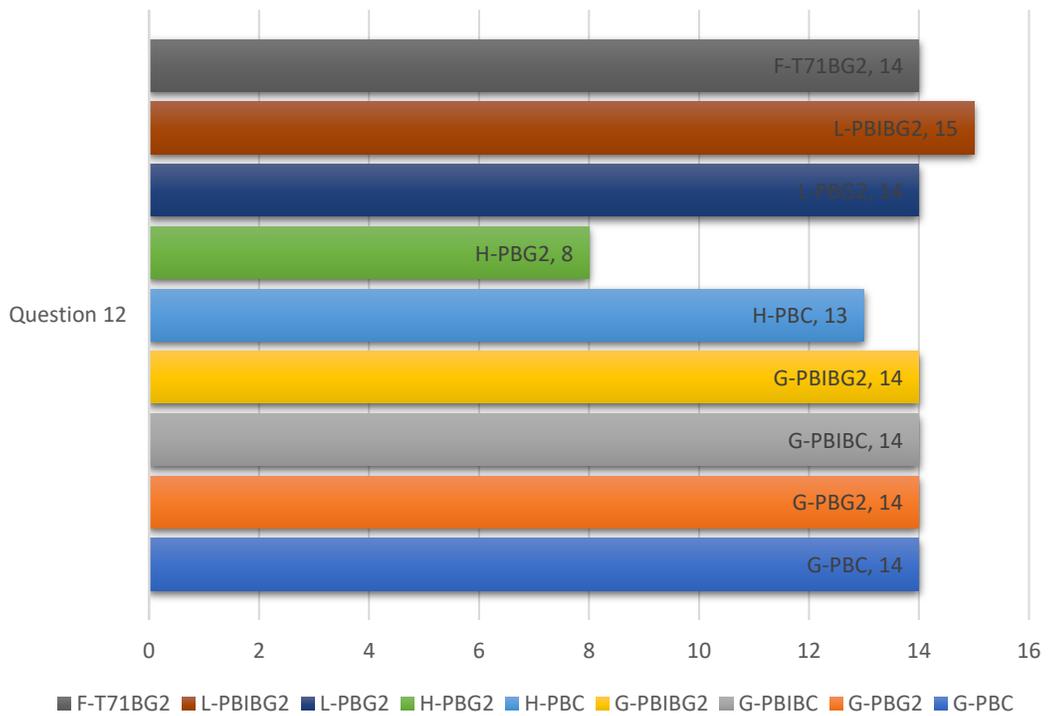


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11. Are the pockets big enough?

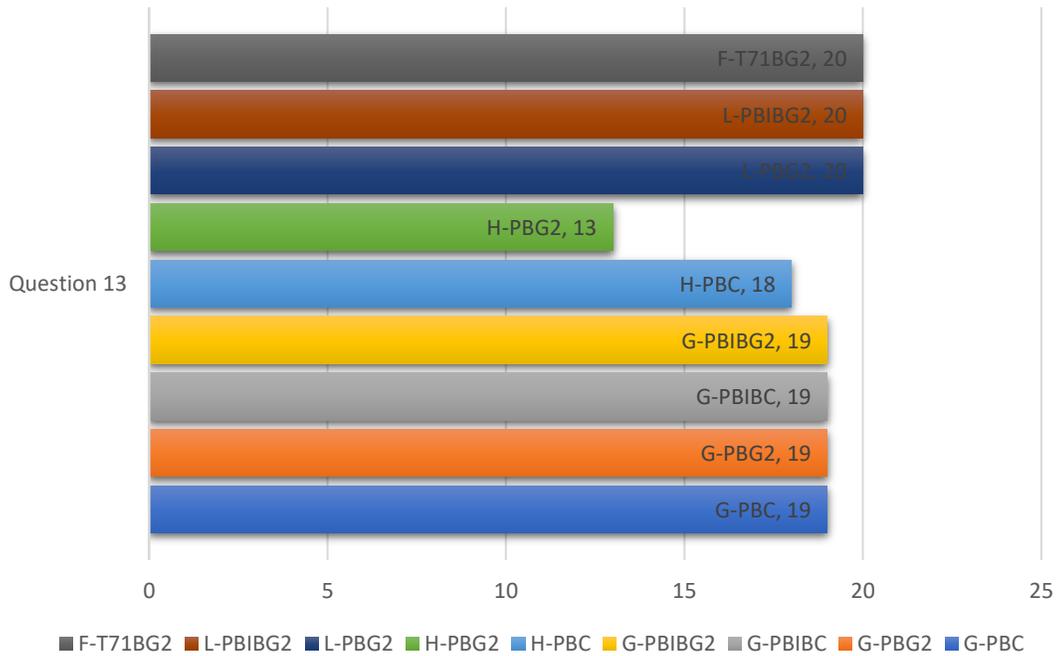


12. Does the pocket drainage system work well?

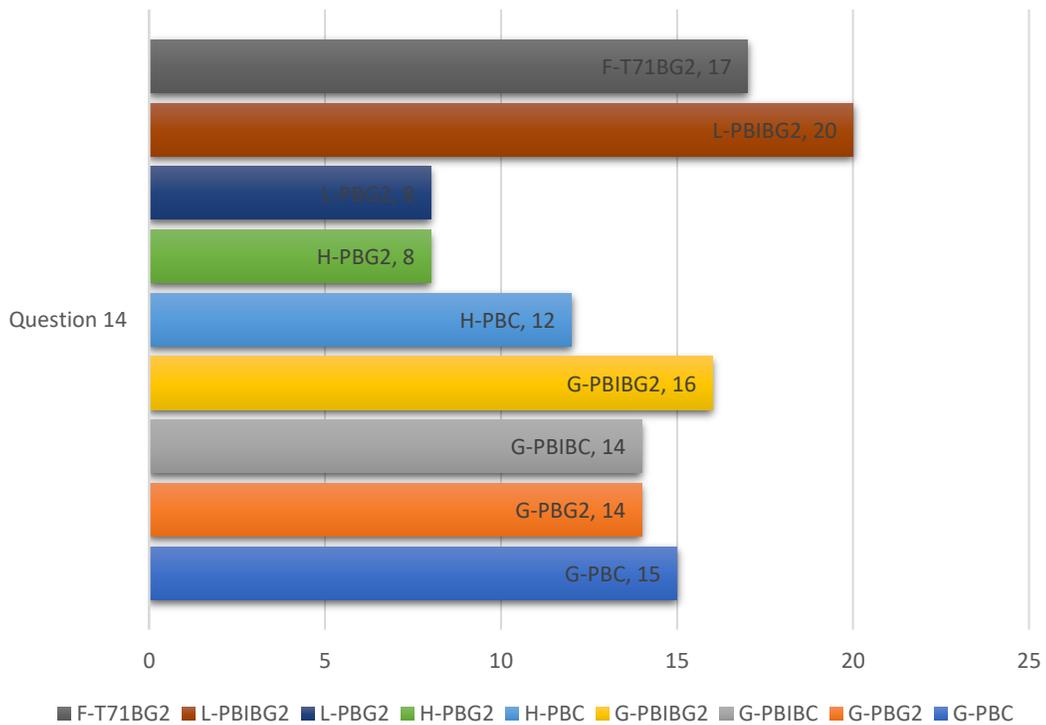


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13. Is the flashlight attachment adequate?

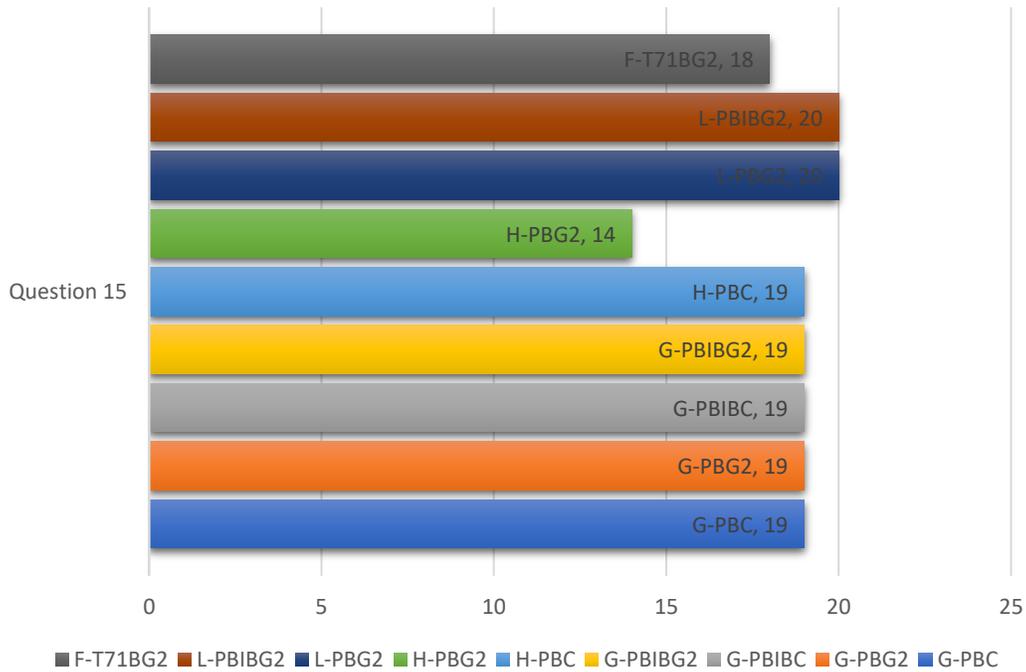


14. Is there enough padding in the knees?

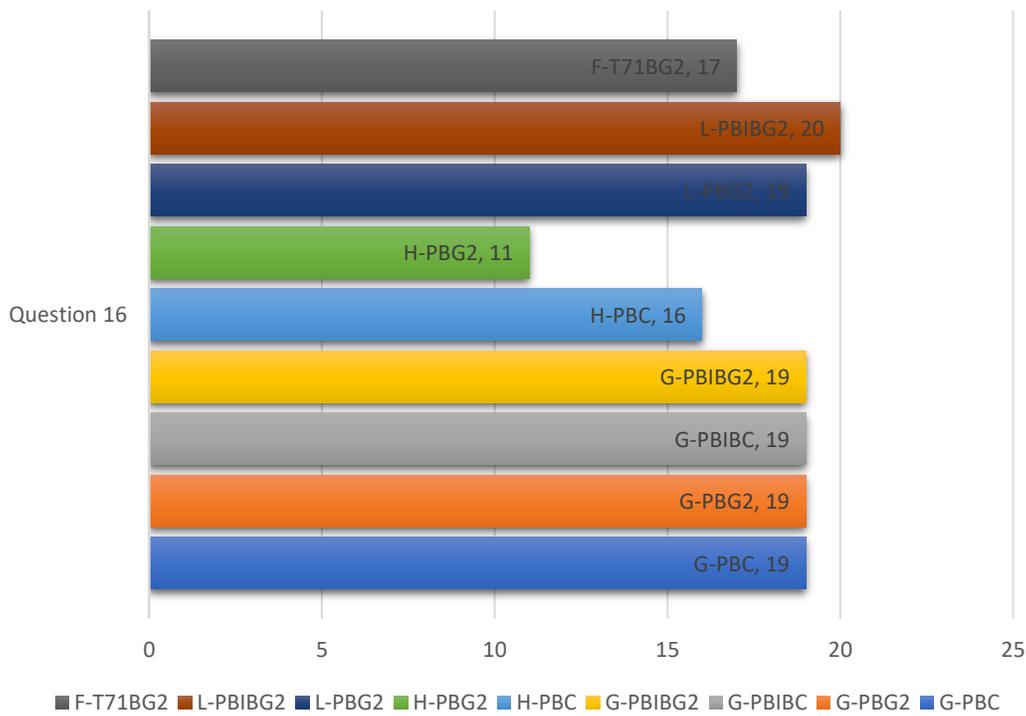


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15. Is there enough padding in the shoulders?

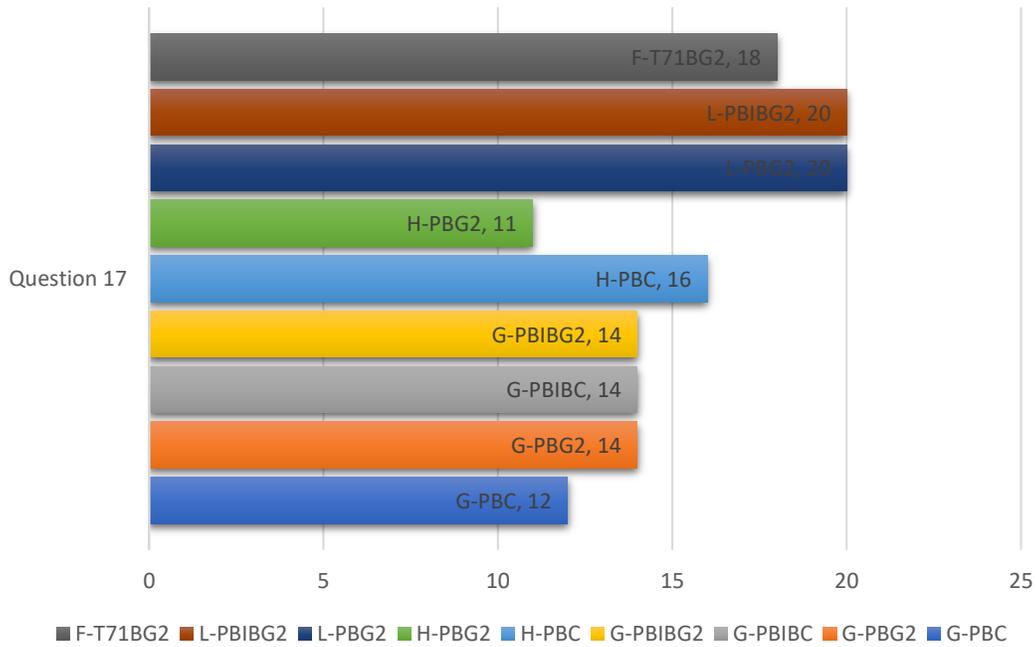


16. Do you feel protected from the heat penetration?

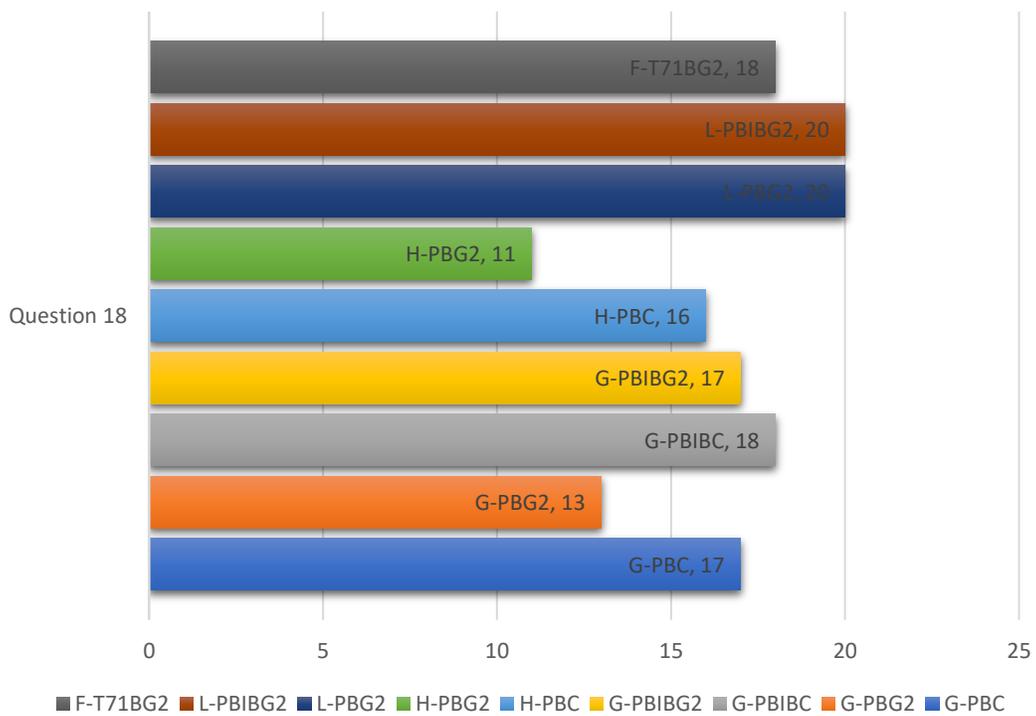


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17. Seam strength and Performance (in terms of overall durability)

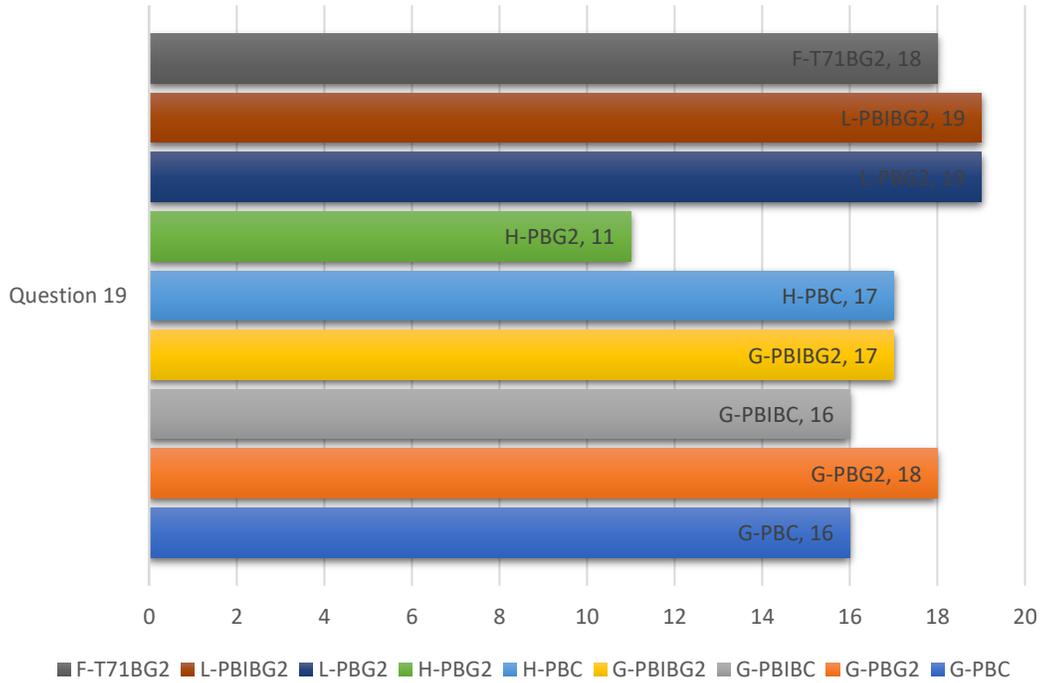


18. Does the liner have a finished edge?

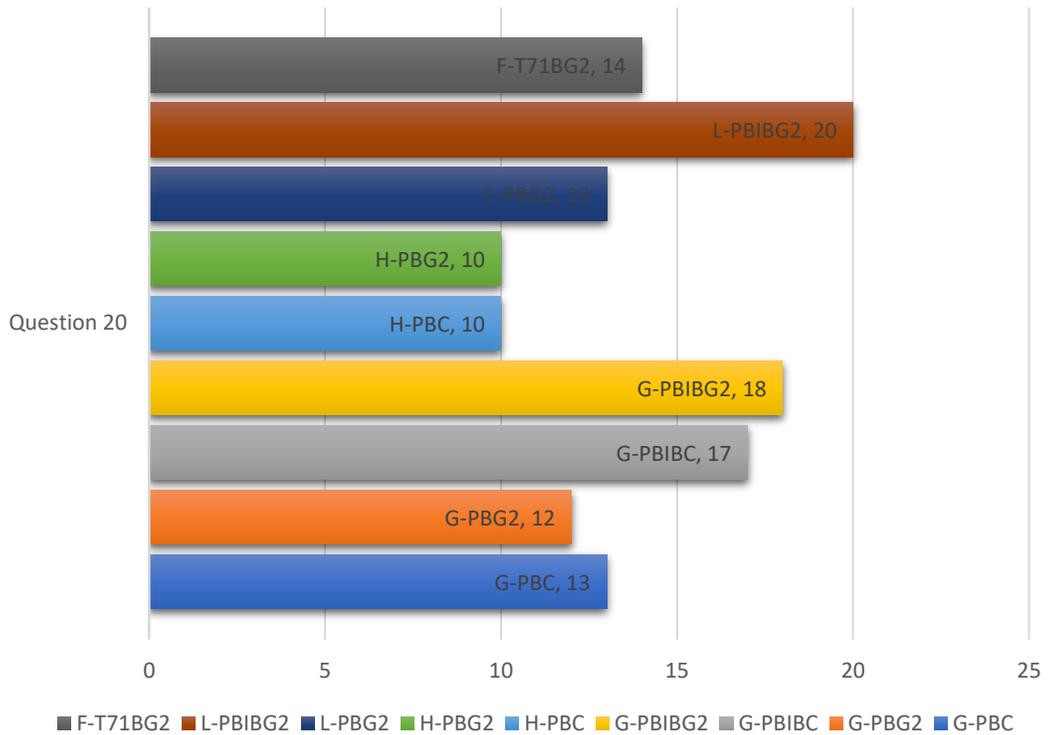


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19. Does the trim stay attached to the shell?

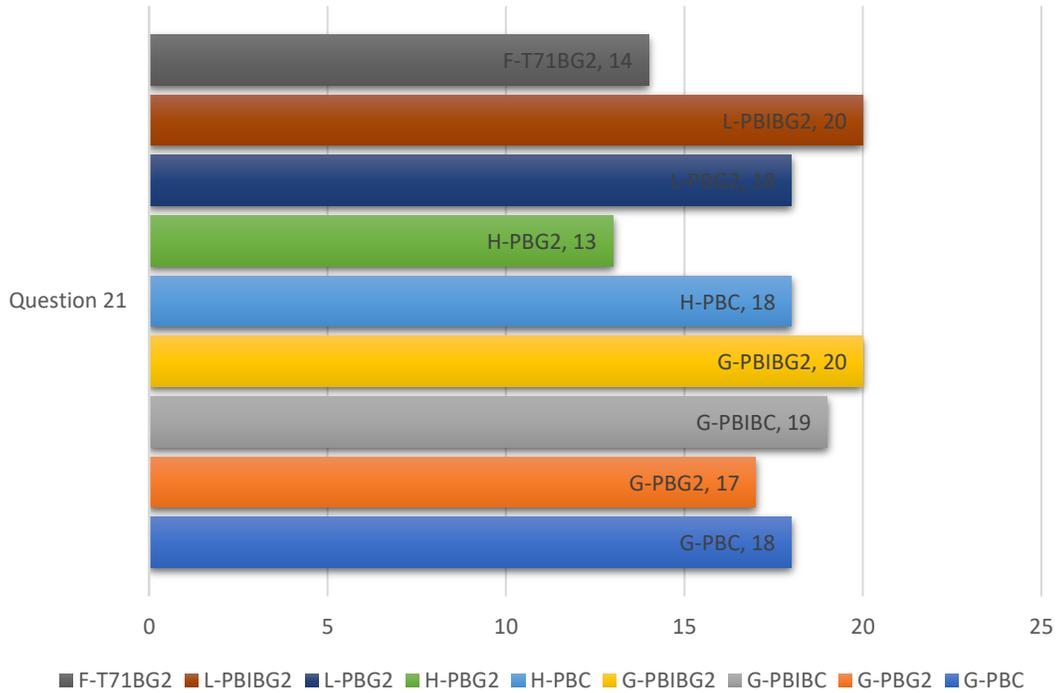


20. Does the front closure system work better than your other gear?

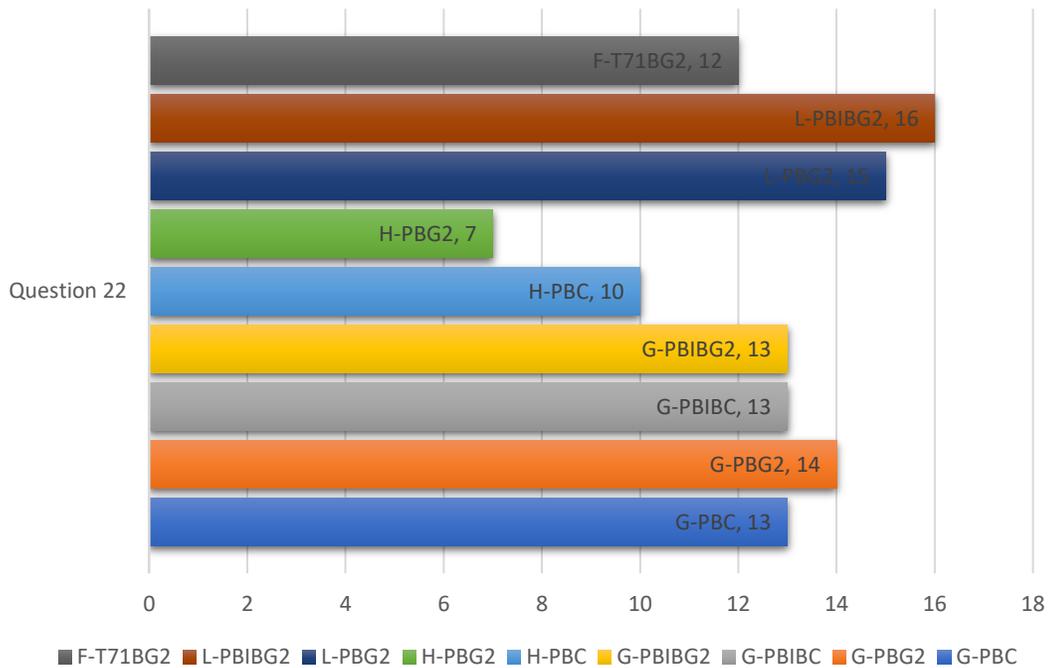


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21. Is the front closure system on the side of the coat works best for closing?

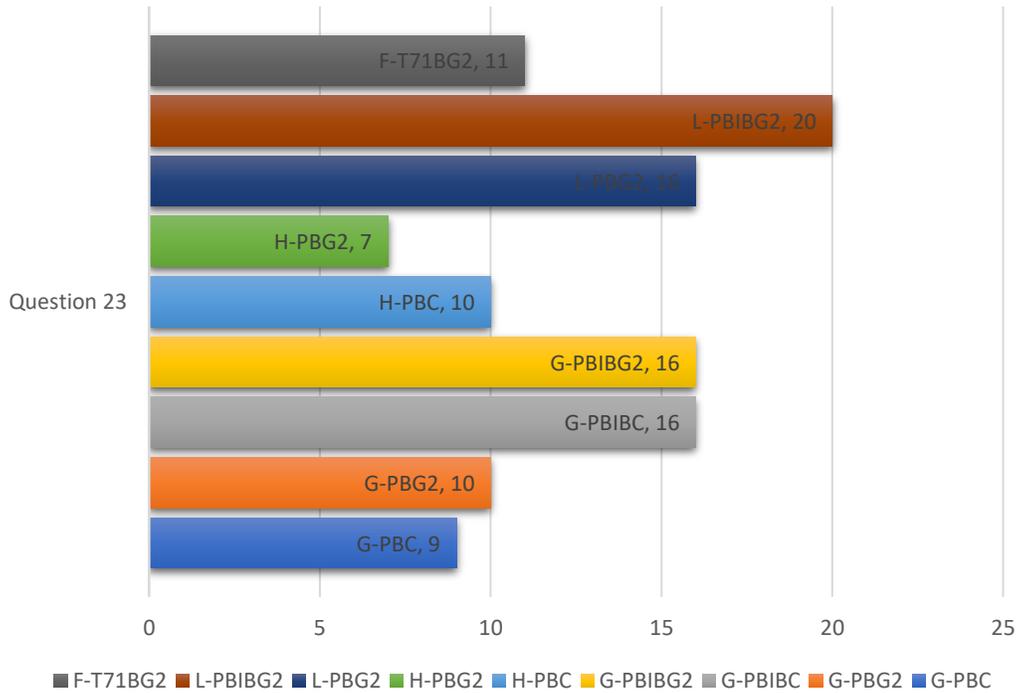


22. Is the reflective tape system brighter with the new gear than with what you were wearing?

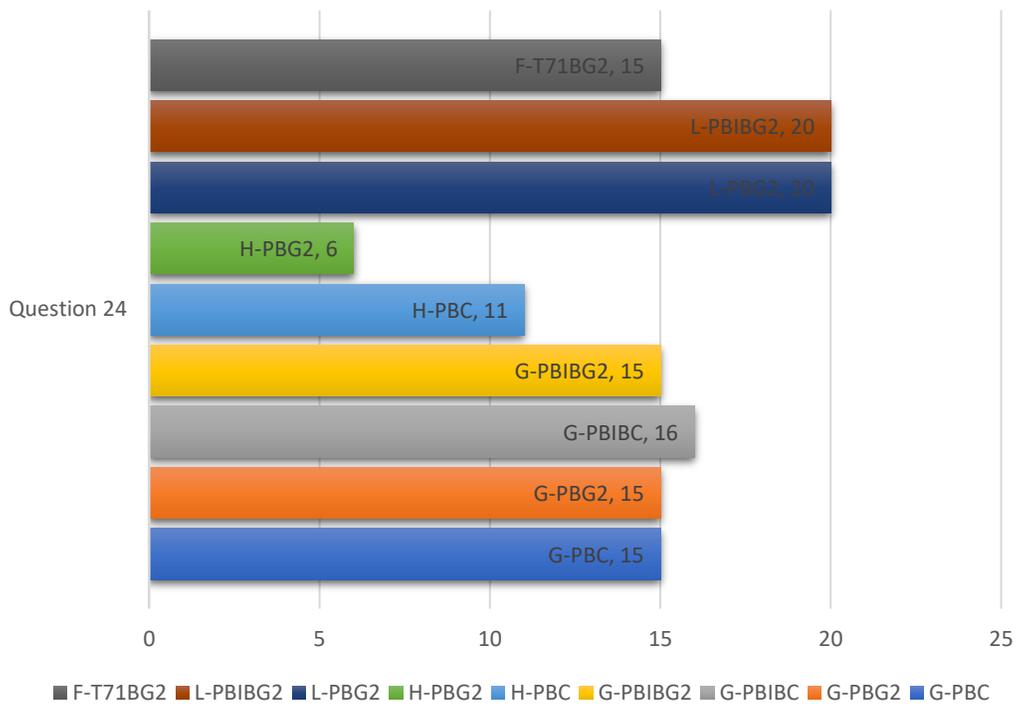


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23. Is the waist/fly closure system works better than the previous gear?



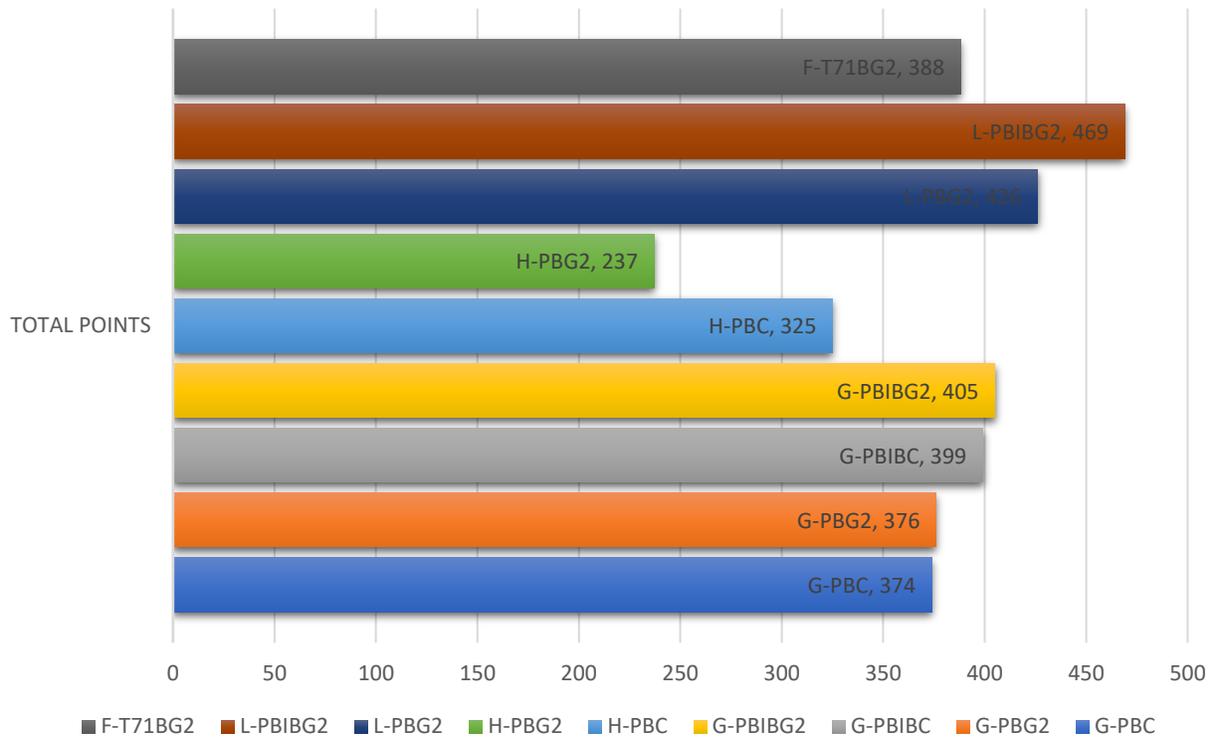
24. Is the Drag Rescue Device (DRD) system more comfortable than in the gear you were wearing?



2020 STRUCTURE TURNOUT EVALUATION REPORT

Total Overall Points

Maximum of 480 Points Total



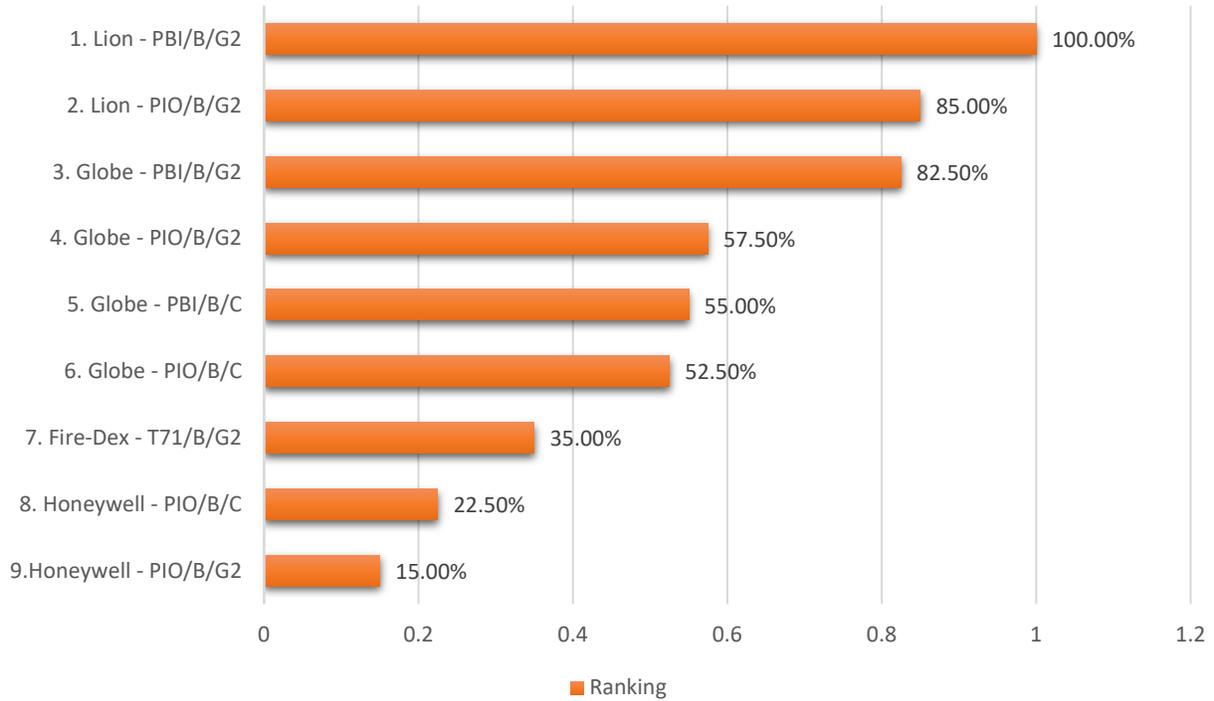
Ranking Based on Overall Points

Rank	Manufacturer	Composite	Score
1.	Lion	PBI/B/G2	469
2.	Lion	PIO/B/G2	426
3.	Globe	PBI/B/G2	405
4.	Globe	PBI/B/C	399
5.	Fire-Dex	TECGEN71/B/G2	388
6.	Globe	PIO/B/G2	376
7.	Globe	PIO/B/C	374
8.	Honeywell	PIO/B/C	325
9.	Honeywell	PIO/B/G2	237

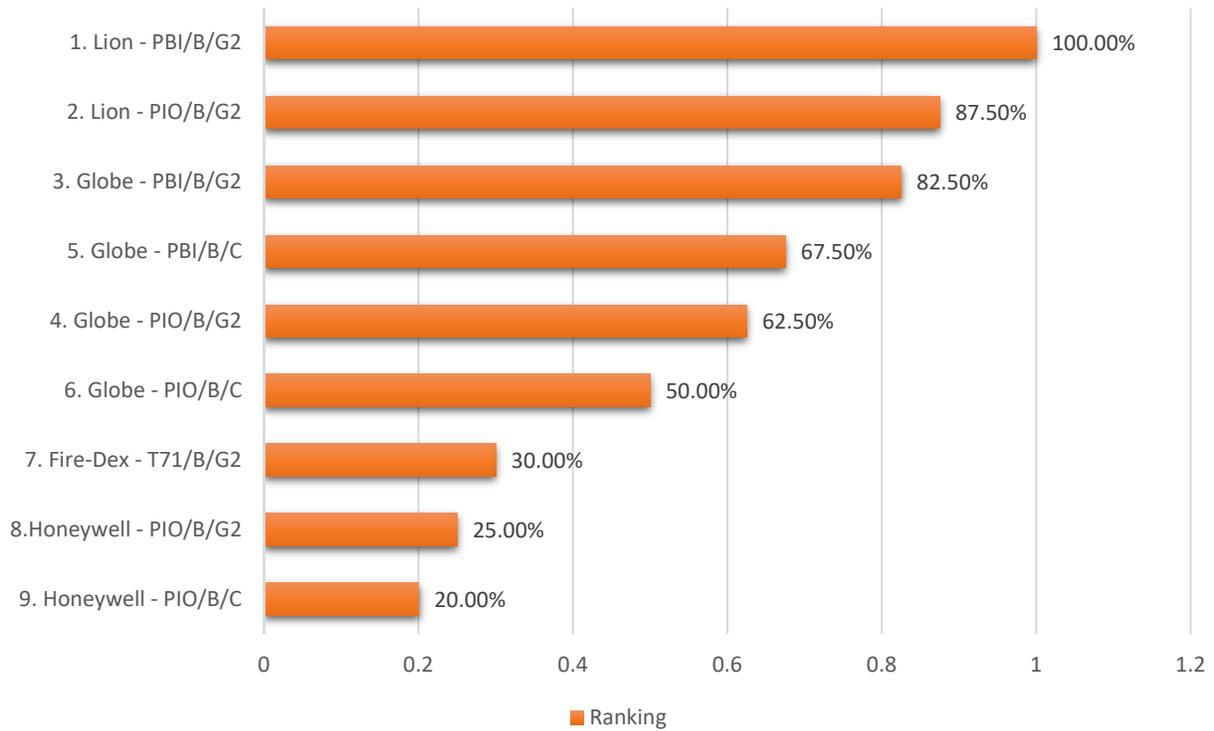
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Consensus

Ranking by Design



Ranking by Features



2020 STRUCTURE TURNOUT EVALUATION REPORT

Ranking by Performance

