

City of Houston



Administration & Regulatory Affairs

CITY OF HOUSTON, TEXAS
NOTICE OF BEST VALUE BID (BVB)
SOLICITATION NO.: S32-S23912

STRATEGIC PURCHASING DIVISION
"PARTNERING TO BETTER SERVE HOUSTON"

NIGP CODE: 200-85

SOLICITATION DUE DATE/TIME: **MAY 17, 2012 at 10:30 A.M., CST**

SUBMITTAL LOCATION: City Secretary's Office
City Hall Annex, Public Level
900 Bagby Street
Houston, Texas 77002

DESCRIPTION: **APPAREL, UNIFORMS FOR VARIOUS DEPARTMENTS**

PRE-BID CONFERENCE:	<i>Date</i> April 19, 2012	<i>Time</i> 10:00 AM	<i>Location</i> SPD, 901 Bagby, Conference Rm. 1 (Lower Level), Houston, TX 77002
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In accordance with T.L.G.C. § Chapter 252, competitive sealed Bids for the services specified will be received by the City Secretary's Office of the City of Houston at the above specified location, until the time and date cited. Offers must be in the actual possession of the City Secretary's Office on or prior to the time and date, and at the location indicated above. Late offers will not be considered.

Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation.

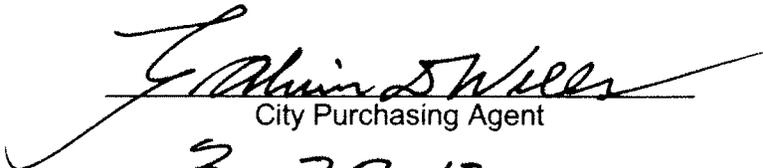
OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Solicitation Contact Person:
Veronica Douglas

Name

Veronica.douglas@houstontx.gov

E-Mail Address


 City Purchasing Agent
 3-27-12
 Date

SPECIAL INSTRUCTIONS TO OFFEROR(S)
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1.0 SUBMITTAL PROCEDURE:

- 1.1 Sealed bids, two (2) hard copies of the Bid package, including one (1) printed original must be signed in ink on the Official Signature Page by an authorized officer of the Offering Company. Additionally, the Bid package must include the hard copy of the Electronic Bid Form and five (5) additional electronic CD copies of the Bid Forms as referenced in Section 2.3 below are required to be submitted in a sealed envelope/box bearing the assigned Solicitation Number, located on the first page of the BVB document to:

 City Secretary's Office
 City Hall Annex, Public Level
 900 Bagby St.
 Houston, Texas 77002
- 1.2 The deadline for the submittal of the Bid to the City Secretary's Office is no later than the date and time as indicated on the first page of the BVB document. All bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby St. at 11:00 AM on the solicitation due date. Failure to submit the required number of copies as stated above may be subject for disqualification from the BVB process.
- 1.3 Respondents may elect to either mail or personally deliver their Bids to the City Secretary's Office.
- 1.4 The City of Houston shall bear no responsibility for submitting responses on behalf of any Offeror. Offeror(s) may submit their Bid to the City Secretary's Office any time prior to the stated deadline.

2.0 BEST VALUE BID FORMAT:

- 2.1 The Bid should be electronically generated, printed and signed in original ink. The bid should not be submitted in elaborate or expensive binders. Legibility, clarity, and completeness are important and essential.
- 2.2 The Bid must be signed by an individual(s) legally authorized to bind the Offeror(s), and the City may accept this bid offer by issuance of a Contract to the said Offeror(s) at any time on or before the 180th day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 180 days, but shall expire on the 181st day unless the parties mutually agree to an extension of time in writing.
- 2.3 The complete Bid packet shall consist of the following items:

TABLE 1 – REQUIRED BID FORMS
Signed Official Signature Page
Hard Copy of Electronic Bid Form (Pricing Sheet)
*Affidavit of Ownership.doc
*Fair Campaign Ordinance.doc
*Statement of Residency.doc
*Conflict of Interest Questionnaire.doc
Contractor's Questionnaire – Exhibit I
References of Experience – Exhibit J
List of Subcontractor(s)
*M/WBE Forms
Expertise/Experience/Reliability Statement
Certifications/Licenses (If applicable) & Resumes of Key Personnel
Financial Statements
Five (5) Electronic CD Copies

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* Documents/forms can be downloaded from the City's Website: http://purchasing.houstontx.gov/solicitation_forms.htm

Table 2 lists other documents and forms that should be viewed/downloaded from the City's website, but are not required to be submitted with the bid. The City will request these forms, as applicable, to be completed and submitted to the City by the recommended/successful bidder:

TABLE 2 - DOCUMENTS & FORMS
*Drug Forms.doc
*EEOC.doc
*Formal Instructions for Bid Terms.doc
*Sample Insurance Over \$50,000.pdf

3.0 PRE-BID CONFERENCE:

A Pre-Bid Conference will be held at the date, time, and location as indicated on the first page of the BVB document. Interested Offeror(s) should plan to attend. It will be assumed that potential Offeror(s) attending this meeting have reviewed the BVB in detail, and are prepared to bring up any substantive questions not already addressed by the City.

4.0 ADDITIONAL INFORMATION AND SPECIFICATION CHANGES:

Requests for additional information and questions should be addressed to the Administration and Regulatory Affairs Department, Strategic Purchasing Division Buyer, Veronica Douglas, telephone: (832) 393-8745, fax: (832) 393-8760, or e-mail (preferred method to): veronica.douglas@houstontx.gov, no later than Tuesday, May 1, 2012 at 5:00 P.M. CST. The City of Houston shall provide written response to all questions received in writing before the submittal deadline. Questions received from all Offeror(s) shall be answered and sent to all Offeror(s) who are listed as having obtained the BVB. Offeror(s) shall be notified in writing of any changes in the specifications contained in this BVB.

5.0 LETTER(S) OF CLARIFICATION:

5.1 All Letters of Clarification and interpretations to this Solicitation shall be in writing. Any Letter of Clarification(s) or interpretation that is not in writing shall not legally bind the City of Houston. Only information supplied by the City of Houston in writing or outlined in this BVB should be used in preparing bid responses.

5.2 The City does not assume responsibility for the receipt of any Letters of Clarification sent to Offeror(s).

6.0 EXAMINATION OF DOCUMENTS AND REQUIREMENTS:

6.1 Each Offeror shall carefully examine all BVB documents and thoroughly familiarize themselves with all requirements prior to submitting a Bid to ensure that the Bid meets the intent of this BVB.

6.2 Before submitting a Bid, each Offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this BVB. Failure to make such investigations and examinations shall not relieve the Offeror from obligation to comply, in every detail, with all provisions and requirements of the BVB.

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7.0 EXCEPTIONS TO TERMS AND CONDITIONS:

Best Value Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, may be rejected.

8.0 ACCEPTANCE AND REJECTION OF BIDS:

8.1 The City reserves the right to accept or reject, in whole or in part, any or all bids received and to make award on the basis of individual items or combination of items, as it is deemed most advantageous or in the best interest to the City.

8.2 The City may accept this bid offer by issuance of a Contract covering award of said bid to this Bidder at any time on or before the 180th day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 180 days, but shall expire on the 181st day unless the parties mutually agree to an extension of time in writing.

9.0 HIRE HOUSTON FIRST:

9.1 Designation as a City Business or Local Business

9.1.1 To be designated as a City or Local Business for the purposes of the Hire Houston First Program, as set out in Article XI of Chapter 15 of the Houston City Code, a bidder or proposer must submit the **Hire Houston First Application and Affidavit (“HHF Affidavit”)** to the Director of the Mayor’s Office of Business Opportunities and receive notice that the submission has been approved prior to award of a contract. Bidders are encouraged to secure a designation prior to submission of a bid or proposal if at all possible.

9.1.2 **Download the HHF Affidavit** from the Office of Business Opportunities Webpage at the City of Houston e-Government Website at the following location:

www.houstontx.gov/obo/moreforms/hirehoustonfirstaffidavit.pdf

9.1.3 **Submit the completed application forms to: Mayor’s Office of Business Opportunity, One Stop Business Center, 900 Bagby St., Public Level, Houston, TX 77002 or Applications may be submitted via e-mail to HHF-MOBO@houstontx.gov or faxed to 832.393.0952.**

9.2 Award of Procurement Pursuant to a Request for Proposal, Best Value Solicitation or Alternative--Pursuant to Chapter --- of the Local Government Code

9.2.1 IN EVALUATION OF A PROPOSAL SUBMITTED UNDER ANY OF THE ABOVE PROCUREMENT METHODS, THE CITY SHALL AWARD EXTRA POINTS EQUAL TO

- **THREE PERCENT** OF THE TOTAL EVALUATION POINTS AVAILABLE TO A “LOCAL BUSINESS,” AS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES, AND
- **FIVE PERCENT** OF THE TOTAL EVALUATION POINTS AVAILABLE TO A “CITY BUSINESS ,”AS DEFINED IN SECTION 15-176 OF THE CITY OF HOUSTON CODE OF ORDINANCES
- UNLESS THE USER DEPARTMENT DETERMINES THAT AN AWARD TO THE LOCAL OR CITY BUSINESS WOULD UNDULY INTERFERE WITH CONTRACT NEEDS, AS PROVIDED N SECTION 15-181 OF THE CODE.

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10.0 PROTEST:

- 10.1 A protest shall comply with and be resolved, according to the City of Houston Municipal Code, Chapter 15, Article 1 and rules adopted thereunder. Protests shall be submitted in writing and filed with both, the City Purchasing Agent and the Solicitation contact person as identified on the first page of the BVB. A pre-award protest of the BVB shall be received by the City Purchasing Agent prior to the Contract award date. A post-award protest of an awarded Contract shall be filed within ten (10) days after the protester knows, or should have known, the basis or outcome of the Contract award.
- 10.2 A protest shall include the following:
 - 10.2.1 The name, address, e-mail, and telephone number of the protester;
 - 10.2.2 The signature of the protester or its representative who has the delegated authority to legally bind its company;
 - 10.2.3 Identification of the BVB description and the BVB or Contract number;
 - 10.2.4 A detailed written statement of the legal and factual grounds of the protest, including copies of relevant documents, etc.; and
 - 10.2.5 The desired form of relief or outcome, which the protester is seeking.

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- 1.0 This BVB does not commit the City of Houston to award a Contract, issue a Purchase Order, or to pay any costs incurred in the preparation of a Bid in response to this request.
- 2.0 The Bid will become part of the City's official files without any obligation on the City's part. All Responses shall be held confidential from all parties other than the City until after the Bids are opened and publicly read. Afterward, the Bids shall be available to the public.
- 3.0 The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the Offeror by parties other than the City, at any time during the Bid evaluation process.
- 4.0 In the event an Offeror submits trade secret information to the City, the information must be clearly labeled as a **"Trade Secret."** The City will maintain the confidentiality of such trade secrets to the extent provided by law.
- 5.0 Offeror(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Houston (including any and all members of the Bid evaluation committees).
- 6.0 Offeror(s) shall not collude in any manner, or engage in any practices, with any other Offeror(s), which may restrict or eliminate competition, or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this BVB; or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein.
- 7.0 Offeror(s), their authorized representatives and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the Conditions, requirements, and Specifications of the BVB at the time a Bid is submitted to the City.
- 8.0 The Agreement(s) shall become effective on or about **June 26, 2012** for a term of three (3) years. The City of Houston reserves the option of extending the Agreement(s) on an annual basis for two (2) additional one-year terms, or portions thereof.
- 9.0 If necessary for the completion of tasks required under the project, the City will provide reasonable working space to the Prime Contractor.
- 10.0 Clerical support and reproduction of documentation costs shall be the responsibility of the Prime Contractor. If required, such support and costs shall be factored into the Bid amount.
- 11.0 Prime Contractor personnel essential to the continuity, and the successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by the City Project Director.
- 12.0 The Prime Contractor will be expected to adhere to all standard contractual requirements of the City which shall include, but are not limited to, provisions for: Time Extensions; Appropriation of Available Funds; Approvals; Term and Termination; Independent Contractor; Business Structure and Assignments; Subcontractors; Parties in Interest; Non-Waiver; Applicable Laws; Notices; Use of Work Products; Equal Employment Opportunity; Force Majeure; and Inspections and Audits.
- 13.0 The City may terminate its performance under a Contract in the event of a default by the Prime Contractor and a failure to cure such default after receiving a written notice of default from the City. Default may result from the Prime Contractor's failure to perform under the Terms of the Contract or from the Prime Contractor becoming insolvent, having a substantial portion of its assets assessed for the benefit of creditors, or having a receiver or trustee appointed.
- 14.0 Prime Contractor must promptly report to the City Project Director any conditions, transactions, situation, or circumstances encountered by the Prime Contractor which would impede or impair the proper and timely performance of the Contract.

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- 15.0 The City of Houston has sole discretion and reserves the right to cancel this BVB, or to reject any or all Bids received prior to Contract award.
- 16.0 The City reserves the right to waive any minor informality concerning this BVB, or to reject any or all Bids or any part thereof.
- 17.0 The City reserves the right to request clarity of any Bid after they have been received.
- 18.0 After Contract execution, the successful Offeror shall be the Prime Contractor and responsible party for contracting and communicating the work to be performed to subcontractors and for channeling other information between the City and subcontractors. Any subcontracting must be specified in the BVB. The City Purchasing Agent must be notified of any new subcontracting added to the contract that is not specified in the BVB.
- 19.0 Prime Contractor assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Prime Contractor or is subcontracted to another organization.
- 20.0 If subcontractor involvement is required in the use of license, patent, or proprietary process, the Prime Contractor is responsible for obtaining written authorization from the subcontractor to use the process, or provide another process comparable to that which is required and which is acceptable to the City, all at no additional cost or liability to the City.

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SPECIFICATIONS / SCOPE OF WORK
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1.0 BACKGROUND:

- 1.1 The City of Houston Fire Department (“HFD”) seeks proposals from qualified Contractors that can provide the manufacture or purchase, maintenance and supply of uniforms for classified employees. The maintenance of adequate staff and availability of product to assist approximately 4,000 firefighters in a professional timely manner is essential. The program shall include maintaining a sufficient inventory of specified uniform and accessory items, performing apparel alterations and repairs, providing embroidery, screen printing and heat pressing services, maintaining computerized transaction records by individual staff member and providing online ordering capabilities.
- 1.2 Beginning July 1st of each fiscal year, as part of the Agreement between the City of Houston and the Houston Professional Firefighters Association Local 341 International Association of Firefighters, effective 29 June 2011, as amended, each uniformed classified employee of HFD receives an annual uniform credit in the amount of three hundred (\$300.00) to acquire necessary uniform items.
- 1.3 HFD provides access to uniform items through an internally developed website. The firefighters place their orders through the website and fulfillment of the orders is handled by the current contract vendor. The cost of the voucher items is recorded in the firefighter’s individual voucher account and the merchandise is picked up at the contract vendor’s storefront location. The goals to the current uniform process are to:
 - 1.3.1 Provide firefighters with access to uniform items on a 24/7 basis.
 - 1.3.2 Provide firefighters with order fulfillment in a rapid manner.
 - 1.3.3 Eliminate the need for the City of Houston to be in the uniform business.
- 1.4 The City of Houston will make payment to the Contractor in accordance with the City’s standard payment terms. The Contractor will submit supporting documents indicating the uniform items issued by firefighter.

2.0 SCOPE OF SERVICE:

- 2.1 The Contractor shall be responsible for stocking and managing a high quality inventory of all classified station wear, uniforms, and accessories at their storefront location. The Contractor shall maintain operating hours of this store location from 7:00 a.m. until 5:00 p.m., Monday through Friday, with the exception of designated City of Houston holidays, to allow classified personnel the opportunity to pick-up their orders and/or to have any changes or alterations made to their ordered apparel.
- 2.2 The Contractor shall provide and operate a local customer service facility, within five miles of downtown Houston at contractor’s own expense. The facility shall include ample trained staff and shall include sample items to represent the products. HFD will only pay for uniform items as the Contractor issues those items to the firefighters.
- 2.3 The Contractor shall own and manage the inventory containing all items listed in Appendix A. The Contractor shall be required to obtain ownership of the inventory currently stocked by HFD and shall be responsible for purchasing the required inventory as agreed to by both parties.
- 2.4 The inventory to be managed and stocked by the Contractor is inclusive of all items worn by classified personnel for both station wear and dress uniforms. The Contractor shall stock and provide an adequate supply of station wear and dress uniforms for classified employees.
- 2.5 HFD reserves the right to purchase items directly from other sources for due cause, based upon the failure of the Contractor to perform in accordance with performance standards, special needs, or emergency situations which may arise during the term of the contract agreement or any extensions. HFD also reserves the right to direct the Contractor to purchase specialized items from suppliers designated by the COH/HFD if the price or quality of the item provided by the Contractor is not satisfactory to the HFD.

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2.0 SCOPE OF SERVICE (continued):

- 2.6 Any apparel currently in inventory stock that belongs to HFD shall be purchased and assimilated by the successful Contractor. An inventory of current stock will be provided.
- 2.7 Subsequent to assuming ownership of the designated item inventory, the Contractor shall own and manage all contracted items activity in strict accordance with the requirements set forth herein this document.
- 2.8 Contractor shall assume responsibility for loss and damage of all items from time of shipment to customer receipt.
- 2.9 Contractor shall provide embroidery, screen printing and heat pressing services, and Contractor shall perform alterations and repairs to uniform items.
- 2.10 Contractor shall maintain a computerized database to track all orders and the level of voucher usage for each employee. Database shall monitor usage by employee of usage and prevent an individual from overspending the voucher total.
- 2.11 Compensation shall be made in accordance with City of Houston terms after the product is received and verified by HFD. Price increases may be allowed on an annual basis. The proposed price increases will go into effect with the beginning of each fiscal year and must be received by HFD no later than the beginning of the fiscal 4th quarter of the preceeding fiscal year (March 31).
- 2.12 Contractor shall maintain a local or toll-free telephone inquiry line throughout the life of the agreement to handle program inquiries; such as balance of their vouchers and requests for supplies. The Contractor shall have a designated Account Manager for this contract. In case of emergency, a designated employee of the selected Contractor must be available to open and operate the Customer Service Center.
- 2.13 Contractor's Account Manager and/or designee must be available at all times by either cell phone, e-mail and other phones separate from a call center or answering office. All inquiries shall have a response within 24-hours.

3.0 INITIAL SIZING:

A complete sizing plan is to be initially provided. Contractor must provide tracking of subsequent orders in an updated computerized database. Critical measurements for each uniformed person will be taken and entered into an electronic data collection program. The information will be provided to the Fire Department for use in the initial ordering process and for future reorders. Each item supplied will be electronically recorded as assigned or provided to the firefighter.

4.0 QUALITY ASSURANCE:

The selected Contractor shall have a Quality Control Program to ensure the requirements of the agreement are provided as specified. The Contractor will provide details on their quality assurance program(s) upon request.

5.0 EXCHANGES:

Any merchandise considered for return or exchange shall be in resalable condition. Resalable is defined as being in new condition. The merchandise shall be free of cigarette smoke or other odors, and it cannot be used, worn or dirty. All returns shall be made within 30 calendar days of the purchase. Classified staff are responsible for ensuring the sizes are correct when ordered. A size run shall be available at the Contractor's store front facility.

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6.0 COMPUTERIZED INVENTORY SYSTEM:

6.1 System Requirements:

The selected Contractor must operate a computerized retail inventory system. The retail inventory system must have the capability to accurately track the following:

- 6.1.1 Issuance of uniform items to HFD personnel
- 6.1.2 Maintain levels of inventory items on-hand
- 6.1.3 Uniform repairs/replacements
- 6.1.4 HFD firefighter voucher account balances
- 6.1.5 Invoicing of uniform items issued and services provided
- 6.1.6 Shipping of uniform and/or accessory items

6.2 The Contractor's proposed system software should be compliant with the City's current IT Portfolio Standards. The City's current operating system is Windows XP, Service 2, with potential to interface with MSSQL databases. The Contractor's Interface should be written in .NET or XML code. If proprietary software, the code must be provided to the City to be held in escrow for the term of the contract. Contractors are to provide with their best value bid submittal, a compact disk (CD) containing their firm's current ordering and tracking system software.

6.3 The selected Contractor must provide the City with a secure Uniform Resource Locator (URL) for application transactions. All transactions completed using the application (whether stand alone or web based) must provide real time system updates of inventory availability, credit balance, etc., for each HFD firefighter/employee user. The City reserves the right to access and audit the system at any time throughout the contract term.

7.0 ITEM TRACKING/CUSTOMER SUPPORT:

7.1 The successful Contractor shall include in its database, the employee name, rank and location; as well as sizes for each item. The Contractor maintained system shall track electronically the following items and be capable of providing reports for those items:

- 7.1.1 Individual Houston firefighter/employee
- 7.1.2 Employee identification number
- 7.1.3 District
- 7.1.4 Fire station
- 7.1.5 Rank/title and/or classification
- 7.1.6 Assigned location
- 7.1.7 Rank and initial and subsequent changes in uniform size and measurement information
- 7.1.8 List of ordered and shipped items
- 7.1.9 Order date
- 7.1.10 Item description and product number
- 7.1.11 Size
- 7.1.12 Quantity ordered
- 7.1.13 Cost per item
- 7.1.14 Purchase and ship dates
- 7.1.15 Process time from placement of order through receipt
- 7.1.16 Expected receipt of items date/delivery date
- 7.1.17 Back orders and/or incomplete orders
- 7.1.18 Statistics illustrating usage of uniform items and services
- 7.1.19 Inventory levels
- 7.1.20 Up to date detailed billing and monthly invoice summary
- 7.1.21 Ability to determine if item is in stock
- 7.1.22 Repair costs and details for type of repair

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7.0 ITEM TRACKING/CUSTOMER SUPPORT (continued):

- 7.2 In addition to these reports, the selected Contractor must develop a standard operating manual delineating a general design and standard operating procedure, based on the functional requirements for all phases of the operation of its customer service center. The manual must include, but is not limited to, sections defining individual account tracking procedures, inventory control procedures, daily management, inspection procedures and repair procedures. The manual shall serve as a point of reference and guide for the HFD and Contractor's staff to review operations requirements and functional relationships for each phase of the program.
- 7.3 The general design and standard operating procedures manual shall be an attachment to the agreement between the City and selected Contractor and must conform to its terms. An electronic version of the manual shall be posted online for use by HFD personnel.
- 7.4 Further data/reports may be requested at a later time.

8.0 REPAIR, REPLACEMENT AND ALTERATION REQUIREMENTS:

Selected Contractor must provide repair and alterations at a facility/facilities centrally located within the City of Houston. Minor alterations and repairs to a uniform item of clothing must be completed within 48 hours from the time, as reflected on the claim ticket, that the HFD employee leaves the item at the designated location for repair or alteration. Minor alterations and repairs shall consist of in-seam and out-seam repairs and alterations, repair of small rips and tears, button or zipper replacement, affixing stripes, patches and braids, and trim replacement or other such repairs. All other repairs must be available for pick-up at the designated facility within three (3) business days.

9.0 ORDER PROCESSING AND DELIVERY REQUIREMENTS:

The selected Contractor must process and deliver orders within the time frame specified in the agreement with the City. The order processing and delivery time shall be expressed as the time between placement of the order and the time the uniform item is delivered to the HFD employee who placed the order.

10.0 INVENTORY CHANGES:

HFD may add, modify, substitute or delete uniform items with written notice from the City Purchasing Agent or his designee.

11.0 CONTRACTOR PERFORMANCE HISTORY/EXPERIENCE:

The Contractor shall provide the following information:

- 11.1 Identify in detail, at least five (5) similar projects by name, subject matter, location, contractors services provided, and the length of time the contractor's services were provided on each item. (Please utilize the attached reference form). Included in this informal survey shall be the description of services provided and the time period during which the services were provided.
- 11.2 Identify the contractor's key personnel working on the projects identified in above section.
- 11.3 Identify any projects in which the contractor's contract was terminated for any reason.
- 11.4 Identify any claims or lawsuits that have been brought against your organization as a result of any services not provided within the last three (3) years.
- 11.5 Submit copies of the organization's audited financial statements for the two previous years. Additionally submit a recent Dun & Bradstreet Report and copies of Federal Income Tax Returns filed for the preceding two years.
- 11.6 Provide an organization chart indicating the key personnel who will provide services resulting from this Best Value Bid.

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12.0 UNIFORM AVAILABILITY STANDARDS:

The successful Contractor will maintain an inventory of ten percent (10%) of sizes in each garment or item to cover requirements of new recruits or lost/stolen gear. The following availability standards are to be met within 30 calendar days from the beginning of the contract:

- 12.1 At least 85% of items requested by the Houston Fire Department staff are to be provided at the contractor's facility on demand.
- 12.2 No more than 10% of requested items are to be provided within a time span of 24 hours from the point in time that each item is requested.
- 12.3 No greater than 5% of apparel requested will be delivered at an agreed upon time frame based upon any special request.

13.0 ITEM AVAILABILITY TIME STAMPS:

The Contractor will maintain time stamped records in the Contractor's inventory systems which yield metrics summarized for item availability according to the above thresholds in Provision 12.0. This is to be summarized for item availability of each item and the time associated with the transaction. HFD will have the authority to validate the metrics and time stamp records for validating compliance with the items availability standards.

14.0 RIGHT OF FIRST REFUSAL OF EMPLOYMENT:

The Contractor shall give HFD employees who have been or will be adversely affected or separated as a result of award of this contract the right of first refusal, if qualifications are equal, for employment openings under the contract in positions for which they are qualified, if that employment is consistent with post-COH employment conflict of interest standards. Within 10 days after contract award, the HFD director or designee will provide the Contractor with a list of all HFD employees who have been or will be adversely affected or separated as a result from the award of this contract. The Contractor shall report to the City Contract Manager the names of individuals identified on the list that was hired within 90 days after contract performance begins. This report shall be forwarded within 120 days after contract performance begins. Contractor's consideration of such employees for employment shall be done in accordance with the Contractor's standard hiring practices.

15.0 ACCOUNT MANAGER:

The selected Contractor must employ an Account Manager dedicated to the HFD account. The assigned Account Manager must have an in-depth knowledge of the City's contract to include all provisions, complete listing of approved items, and have access to all managers providing the approved products. Upon request, the Account Manager or designee must be available to attend meetings to discuss contract or uniform issues, as well as have the ability and authority to make decisions on behalf of the awarded Contractor.

16.0 LIQUIDATED DAMAGES:

- 16.1 If the selected Contractor fails to have the customer service facility operating and fully equipped as described in this solicitation by 6:45 a.m. within a maximum of ninety days after the award date, the selected Contractor may be subject to fixed and liquidated damages of one-thousand dollars (\$1,000) maximum per day for each day late.
- 16.2 If the selected Contractor fails to meet delivery performance requirements as outlined in the Scope of Services, the selected Contractor may be subject to fixed and liquidated damages in accordance with Schedule A listed below.
- 16.3 If the selected Contractor fails to complete alterations and repair services within the established time frames, the selected Contractor will be subject to fixed and liquidated damages of five dollars (\$5.00) per calendar day, per occurrence up to a maximum of forty dollars (\$40.00) per occurrence that the selected Contractor fails to complete the required work.

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16. LIQUIDATED DAMAGES (Continued):

SCHEDULE A

Upon written notice by e-mail with confirmation, fax, or certified mail from the City, fixed and liquidated damages will be assessed beginning four days after notification. If not resolved, the following rates for each business day or portion thereof that the items in this contract are not available for distribution to a Houston firefighter from the program will be assessed.

<u>Day(s)</u>	<u>Condition</u>
One day	One (1) time the actual contract price for each item for each occurrence for the respective year in effect for each item.
Two or more	One (1) time the actual contract price plus five percent (5%) of the actual price for each item for each occurrence for the respective year in effect for each item.

- 16.4 If the selected Contractor fails to furnish within the established time periods all necessary computer database requirements for the agreement, the selected Contractor will be subject to fixed and liquidated damages of one thousand dollars (\$1,000) per day, for each day late.
- 16.5 The selected Contractor will be subject to fixed and liquidated damages of one hundred and fifty dollars (\$150.00) per hour that the computerized tracking system fails to maintain reliability rate of ninety-nine percent (99%) in a given month.
- 16.6 The selected Contractor will be subject to fixed and liquidated damages of one hundred and fifty dollars (\$150.00) per day, for each day it fails to provide an Account Manager as required by the agreement.
- 16.7 The selected Contractor will be subject to fixed and liquidated damages of one hundred and fifty dollars (\$150.00) per day, for each day it fails to maintain the operating hours and the personnel at the customer service facility as required by the agreement.

17.0 FINANCIAL CAPABILITY:

The Contractor must have the financial capacity to invest the necessary working capital in inventory, account receivables, equipment, and facilities to successfully operate the uniform program. Contractor shall submit audited financial statements for the past three years for the proposer's business. Financial statements should demonstrate the company's profitability and ability to invest the necessary working capital to operate the program.

18.0 BALANCE OF INVENTORY:

- 18.1 The selected Contractor must be willing and able to purchase certain HFD inventory owned by the City of Houston and currently housed in the department's distribution center, which shall include, but shall not be limited to all remaining marked uniform items in inventory that are new, unused, and free of defects in workmanship from the City at the City's purchase price. Marked uniform items are defined as uniform items held in inventory by the current vendor and warehouse to which there is a HFD logo affixed, including any item that is embroidered, printed, or bearing an HFD mark.
- 18.2 The City of Houston assumes a First In First Out (FIFO) inventory cost flow. The selected Contractor will purchase the marked uniform items at the City's cost as determined using the FIFO cost method. . The selected Contractor shall conduct a timely removal of current inventory from 1205 Dart St., Houston, TX 77007 within 90 days from award of the contract and make payment to the City within 120 days of the award of the contract.

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19.0 TERMINATION:

- 19.1 Any remaining inventory of items marked with an HFD logo that are new, unused and free of defects in workmanship shall be purchased by the City, at the selected Contractor's actual cost, at the end of the term of this contract, unless prior to the expiration of the agreement the City terminates the agreement.
- 19.2 If the City terminates the agreement for convenience, it may purchase from the selected Contractor, at the net cost, an inventory of items sufficient to meet HFD's needs as determined by the City at its sole option, to operate its uniform purchase program for ninety (90) days following the termination of the agreement. The liability to purchase the inventory will be limited to one-half of the previous six (6) months usage for each item in the program. Any excess inventory quantities above this amount will be the responsibility of the Contractor and inventory marked with the Houston Fire Department name or logo may not be re-sold to anyone else.
- 19.3 The City shall not be obligated to purchase any inventory from the selected Contractor if the agreement is terminated for cause.

20.0 DISASTER RECOVERY PLANS:

The Contractor shall provide evidence of a formal disaster recovery plan in the event the occurrence of a natural or man-made disaster at one of the Contractor's facilities. The Contractor may submit their disaster recovery plan in a format convenient to the Contractor.

21.0 CONTRACT APPROVAL:

Upon contract award, the City and the Contractor shall execute a contract, which shall contain all contractual terms and conditions in a form provided by the City. No contract shall become effective until the contract has been approved by the required City departments and Houston City Council.

22.0 INVOICE:

- 22.1 All invoices shall be submitted for payment only after the merchandise has been shipped or received by the Houston firefighter..
- 22.2 Invoices must be accompanied by a web order and shipment verification for each individual order.
- 22.3 Each web order and shipment verification must clearly identify the following:
 - 22.3.1 Billing date
 - 22.3.2 Ship date and pick-up date
 - 22.3.3 Purchase order number
 - 22.3.4 HFD primary account holder name or HFD authorized personnel
 - 22.3.5 HFD employee identification number
 - 22.3.6 Order personnel call back contact number
 - 22.3.7 Detailed description per item
 - 22.3.8 Repair
 - 22.3.9 Embroidery
 - 22.3.10 Alteration
 - 22.3.11 Screen printing
 - 22.3.12 Heat pressing
 - 22.3.13 Uniform order date
 - 22.3.14 Shipped date
 - 22.3.15 Expected arrival date
 - 22.3.16 Unit price
 - 22.3.17 Discount price
 - 22.3.18 Final price

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22.0 INVOICE (Continued):

22.3.19 Contractor shall mail invoices with supporting documentation of issuance and receipt by the firefighters to:

**HOUSTON FIRE DEPARTMENT
ATTN: ACCOUNTS PAYABLE DEPT.
P.O. BOX 3625
HOUSTON, TX 77253**

22.4 Invoices indicating a different cost from the purchase order price shall be returned to the Contractor..

23.0 STANDARD SERVICE RESPONSE:

23.1 The normal operating hours of service shall be provided within the working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, with the exception of designated City of Houston holidays approved by the Houston City Council.

23.2 In the event of an emergency situation, the Contractor will respond within twenty-four (24) hours, including holidays and weekends. Twenty-four hours shall be construed as one (1) calendar day, not three (3) work days.

23.3 A list of the Contractor's emergency/night numbers shall be supplied to the ordering department.

NOTE TO BIDDERS: All long and short sleeve shirts (white/blue) shall have a Houston Fire Department (HFD) patch sewn 1" down from shirt shoulder seam on the left sleeve. The Houston Fire Department (HFD) will only furnish a sample patch to the successful bidder(s).

Contractor is expected to furnish the patch/emblems to be sewn on uniforms. The Houston Fire Department will not provide patches for uniforms. The shoulder patches/emblems provided shall be equal to the quality and workmanship of samples on file in the Quartermaster's office. All patches/emblems must be of equal quality to those presently used by HFD. A sample of the patch/emblem bid must accompany each bid.

24.0 Shirt, Male, Long Sleeve, Blue (Group No. 1):

24.1 Style shall be Elbeco Paragon Plus #P878 or equal.

24.2 Tailoring

Shirts will be cut on a form fitting line. Shirts shall have permanent sewn-in military stitches. It is imperative that this garment be constructed according to the principles set forth in the specifications. All stitches must be of the proper tension and size so as to avoid puckering after the shirt has been laundered and to give best durable press performance. The front and back of the shirt shall be cut perpendicular to the selvage so as to minimize puckering on military stitching. All sewing shall be with dacron core thread to match shirt fabric. The collar and cuffs are to be single stitched 1/4" from edge. The pockets and flaps shall be single stitched on the edge.

24.3 Shirt Material

Fabric to be #2174 open weave poplin, 65% dacron polyester, 35% combed cotton, finest vat dye. Fabric must be sanforized and mercerized with permanent press finish and must be finished with teflon fabric protector for superior fabric appearance and durability. Color shall be blue.

The fabric must meet or exceed the following characteristics:

Finished Count:	110 x 52
Finished Weight:	4 - 4.25 oz/Sq. Yd.
Tensile Strength:	Warp = 170 lbs, Fill = 72 lbs.
Tear Strength:	Warp = 3,450 grams, Fill = 1,900 grams

24.4 Creasing

Pockets and pocket flaps to be die creased to give uniform shape and size.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S32-S23912

24.0 Shirt, Male, Long Sleeve, Blue (Group No. 1) (Continued):

24.5 Collar

The shape and style of both leaf and stand shall conform to the TT89 collar. The points, medium spread, are to be approximately 3" in length. The back of the stand is to measure 1-1/2". The leaf shall be made of three pieces; two pieces of self cloth and one whole lining, which is to be fused to the top collar. The collar stays shall be of good quality Stalar vinyl, 2-3/4" in length and 3/8" wide and be attached to the bottom collar. The stand shall fasten with one button. There shall be one horizontal buttonhole.

24.6 Sleeves

The sleeves are to be straight and whole. The cuffs are to be 2-7/8" in width and to fasten with two buttons. There is a single stitch 7/16" from top of cuff. The sleeve opening shall measure 4-7/8" from top of cuff. The top facing for this opening is to be 1-1/4" wide and the bottom facing to finish about 1/2" wide. Button is to be placed on sleeve opening with corresponding buttonhole. The sleeves must be secured to the body of the shirt by means of a merrow stitch with a safety stitch so as to properly strengthen the stitch. The same stitch must be used on the side closing seams as well.

24.7 Front:

The front shall have a center facing 1-1/2" wide extending from the collar stand to the bottom of the shirt and be made of the same material as the shirt fabric with two rows of stitching 7/8" apart. The center front shall contain six (6) vertical buttonholes placed 3/4" from edge and 3-1/2" apart. The button stand, 7/8" wide, shall be self-lined and placed on right side extending from collar stand to bottom of shirt. Buttons shall be securely attached to the button stand and shall correspond to the buttonholes on the center facing.

24.8 Back

Back to have double yoke of basic shirt material.

24.9 Pockets

Pockets shall have two (2) breast pockets with mitred corners to finish 5-5/8" wide and 6" long. The left breast pocket to have a pencil compartment about 1-1/4" wide. Both pockets to be pleated and to have 1-1/4" box stitching top and bottom to prevent spreading.

24.10 Flaps

Flaps shall have two scalloped flaps to finish 5-3/4" in length, 2-3/4" in width at center, and 2-1/2" in width at sides. Flaps are to be secured to front of shirt with two rows of stitching approximately 1/4" above top of pocket. The left flap is to have a pencil opening about 1-1/2" in width. Flaps are to be interlined. There will be a matching button and a buttonhole sewn on the flap.

24.11 Flap Closure

The side points of the flaps are to be secured to the pockets by means of velcro fasteners sewn onto the flaps and pockets.

24.12 Badge Tab

To be reinforced on inside of the shirt by means of a strip of material 1-1/2" wide stitched and folded so that no raw edges show. The reinforcement strip is to extend from the flap setting stitch to the joining seam at the front of the yoke. Badge tab shall have two small (horizontal) buttonholes, 1-1/4" apart with the bottom buttonhole 1-1/2" above top of left flap.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S32-S23912

24.0 Shirt, Male, Long Sleeve, Blue (Group No. 1) (Continued):

24.13 Shoulder Straps

The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. The pointed ends shall be fastened with one matching button. The straps shall measure 2" at sleeve and taper to 1-3/8". The straps are to be set about 1/2" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross stitching 2" from sleeve head seam.

24.14 Permanent Creases

Shirt shall have permanent military creases. Creases are to be stitched in shirt only, not thru pockets and flaps, one crease in each front extending from hem to joining seam, three (3) vertical creases in back; middle crease on center back line; side back creases spaced equally from center crease.

24.15 Buttons

All buttons shall be made from melamine material for durability and must match fabric.

24.16 Interlining

Flaps are to be 6800 crease and tack. Top center to be lined with 505 viltec. Bands and cuffs are to be 37 durapress.

24.17 UPC Identification

A printed UPC bar code tag must be attached to every garment so as to be visible in the package. The UPC bar code must identify style, color and size information so as to be incorporated into an inventory management system. Appropriate support documentation must be available to assist the agency in encoding UPC information.

24.18 Size Marking

Size shall be marked with indelible ink on a size loop attached to basic label in yoke.

24.19 Pressing and Packing

Shirts shall be carefully pressed by hand in first class manner and individually packed in polyethylene bags. Shirts are to be shipped in strong boxes so as not to be damaged in shipment. Shirts to be packed four to a box with the sizes marked on the outside of the box at the one end.

24.20 Finished Dimensions

<u>Size:</u>	<u>14</u>	<u>14.5</u>	<u>15</u>	<u>15.5</u>	<u>16</u>	<u>16.5</u>	<u>17</u>	<u>17.5</u>	<u>18</u>	<u>18.5</u>
Chest:	40	42	44	46	48	50	52	54	56	58
Waist:	36	38	40	42	44	46	48	50	53	55
Bk										
Length:	322	32e	32:	32f	33c	332	33f	35	35d	35f

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S32-S23912

25.0 Shirt, Male Short Sleeve, Blue (Group No. 1):

25.1 Style

Elbeco Paragon Plus #P868 male short sleeve shirt or equal. The intent is to secure a tailored shirt equal in quality of workmanship and style. Shirts will be cut on a form-fitting line. Shirts shall have permanent sewn-in military stitches.

25.2 Tailoring

It is imperative that this garment be constructed according to the principles set forth in the specifications. All stitches must be of the proper tension and size so as to avoid puckering after the shirt has been laundered and to give the best durable press performance. The front and back of the shirt shall be cut perpendicular to the selvage so as to minimize puckering on military stitching. All sewing shall be with dacron core thread to match shirt fabric. The collar is to be single stitched 1/4" from edge. The pockets and flaps shall be single stitched on the edge.

25.3 Shirt Material

Fabric to be #2174 open weave poplin, 65% dacron polyester, 35% combed cotton, finest vat dye. Fabric must be sanforized and mercerized with permanent press finish. Fabric must also be finished with teflon fabric protector for superior fabric appearance and durability. Color shall be blue.

The fabric must meet or exceed the following characteristics:

Finished Count:	110 x 52
Finished Weight:	4 - 4.25 oz/Sq. Yd.
Tensile Strength:	Warp = 170 lbs. / Fill = 72 lbs.
Tear Strength:	Warp = 3,450 grams / Fill = 1,900 grams

25.4 Creasing

Pockets and pocket flaps to be die creased to give uniform shape and size.

25.5 Collar

Convertible collar shall be one piece and measure 3-1/4" long at points and 1-5/8" wide at back. The collar stays shall be of good quality stalar vinyl, 2-1/2" in length and 3/8" wide and be attached to the bottom collar. There shall be one horizontal buttonhole.

25.6 Sleeves

To be straight and whole with 1" hem and shall finish 9-1/2" in length. The sleeves must be secured to the body of the shirt by means of a merrow stitch with a safety stitch so as to properly strengthen the stitch. The same stitch must be used on the side closing seams as well.

25.7 Front

The front shall have a facing 3" in width extending from neckline to the bottom of shirt provided by a turn under of material. The left front shall also have a lined box pleat 1-1/2" wide finished, running full length of the shirt and shall be topstitched 1/4" from both edges. The center front shall contain six (6) vertical buttonholes placed 3/4" from edge and 3-1/2" apart.

25.8 Back

Back to have double yoke of basic shirt material.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S32-S23912

25.0 Shirt, Male Short Sleeve, Blue (Group No. 1) (Continued):

25.9 Pockets

There shall be two breast pockets with mitred corners to finish 5-5/8" wide and 6" long. The left breast pocket shall have a pencil compartment about 1-1/4" wide, both pockets to be pleated and have 1-1/4" box stitching top and bottom to prevent spreading.

25.10 Flaps

There shall be two scalloped flaps to finish 5-3/4" in length, 2-3/4" in width at center, and 2-1/2" in width at sides. Flaps are to be secured to front of shirt with two rows of stitching approximately 1/4" above top of pocket. The left flap is to have a pencil opening about 1-1/2" in width. There will be a matching button and a buttonhole sewn on the flap.

25.11 Flap Closure

The side points of the flaps are to be secured to the pockets by means of velcro fasteners sewn onto the flaps and pockets.

25.12 Badge Tab

Badge tab to be reinforced on inside of the shirt by means of a strip of material 1-1/2" wide stitched and folded so that no raw edges show. The reinforcement strip is to extend from the flap setting stitch to the joining seam at the front of the yoke. Badge tab shall have two small (horizontal) buttonholes, 1-1/4" apart with the bottom buttonhole 1-1/2" above top of left flap.

25.13 Shoulder Straps

The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. The pointed ends shall be fastened with one matching button. The straps shall measure 2" at sleeve and taper to 1-3/8". Shoulder straps shall be set about 1/2" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross stitching 2" from sleeve head seam.

25.14 Permanent Creases

Shirt shall have permanent military creases. Permanent creases are to be stitched in shirt only, not thru pockets and flaps. There shall be one (1) crease in each front extending from hem to joining seam, three (3) vertical creases in back; middle crease on center back line; side back creases spaced equally from center crease.

25.15 Buttons

All buttons shall be made from melamine material for durability and must match fabric.

25.16 Interlining

Flaps shall be 6800 crease and tack. The top center shall be lined with 505 viltec. The bands shall be 37 durapress. Collar to be lined with 100% dacron.

25.17 UPC Identification

A printed UPC bar code tag must be attached to every garment so as to be visible in the package. The UPC bar code must identify style, color and size information so as to be incorporated into an inventory management system. Appropriate support documentation must be available to assist agency in encoding UPC information.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S32-S23912

25.0 Shirt, Male Short Sleeve, Blue (Group No. 1) (Continued):

25.18 Size Marking

Size shall be marked with indelible ink on a size loop attached to basic label in yoke.

25.19 Pressing and Packing

Shirts shall be carefully pressed by hand in first class manner and individually packed in polyethylene bags. Shirts are to be shipped in strong boxes so as not to be damaged in shipment. Shirts are to be packed four to a box with the sizes marked on the outside of the box at the one end.

25.20 Finished Dimensions

<u>Size</u>	<u>Small</u>	<u>Medium</u>	<u>Large</u>	<u>X-Large</u>	<u>2-XLarge</u>
Chest:	42	46	50	54	58
Waist:	38	42	46	50	55
Bk Length:	32e	32f	332	35	35f

26.0 Shirt, Ladies, Long Sleeve, Blue (Group No. 1):

26.1 Style

Elbeco Paragon Plus #P802 long sleeve shirt or equal. It is the intent to secure a tailored shirt equal in quality of workmanship and style. Shirts will be cut on a form-fitting line, and will have permanent sewn-in military stitches.

26.2 Tailoring

It is imperative that this garment be constructed according to the principles set forth in the specifications. All stitches must be of the proper tension and size so as to avoid puckering after the shirt has been laundered and to give best durable press performance. The front and back of the shirt shall be cut perpendicular to the selvage so as to minimize puckering on military stitching. All sewing shall be with dacron core thread to match shirt fabric. The collar and cuffs are to be single stitched 1/4" from edge. The pockets and flaps shall be single stitched on the edge.

26.3 Fabric:

Fabric to be #2174 open weave poplin, 65% dacron polyester, 35% combed cotton, finest vat dye. Fabric must be sanforized and mercerized with permanent press finish. It must be finished with teflon fabric protector for superior fabric appearance and durability. Color shall be blue.

The fabric must meet or exceed the following characteristics:

Finished Count:	110 x 52
Finished Weight:	4 - 4.25 oz/Sq. Yd.
Tensile Strength:	Warp = 170 lbs. Fill = 72 lbs.
Tear Strength:	Warp = 3,450 grams Fill = 1,900 grams

26.4 Creasing

Pockets and pocket flaps to be die creased to give uniform shape and size.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S32-S23912

26.0 Shirt, Ladies, Long Sleeve, Blue (Group No. 1) (Continued):

26.5 Collar

The shape and style of both leaf and stand shall conform to the TT89 collar. The points, medium spread, are to be approximately 3" in length. The back of the stand is to measure 1-1/2". The stand shall fasten with one button. There shall be one horizontal button hole.

The collar is to be constructed of two plies of basic material and one ply of dacron lining. Permanent collar stays to be secured to bottom leaf. The collar stays shall be of good quality stalar vinyl, 2-3/4" in length and 3/8" wide and attached to the bottom collar. The inner stand and inner yoke are to be made of compatible combed cotton blended poplin fabric for additional comfort.

26.6 Sleeves

26.6.1 Sleeves are to be straight and whole. The cuffs are to be 2-5/8" in width and have two buttons on one end, and one buttonhole on the other to allow for adjusting the cuff size.

26.6.2 The sleeve opening shall measure 3-7/8" from top of cuff. The top facing for this opening is to be 1-1/4" wide and the bottom facing to finish about 1/2" wide. Button is to be placed on sleeve opening with corresponding buttonhole.

26.6.3 The sleeves must be secured to the body of the shirt by means of a merrow stitch with a safety stitch so as to properly strengthen the stitch. The same stitch must be used on the side closing seams as well.

26.7 Front

26.7.1 The front shall have a facing 1-1/2" wide extending from the collar stand to the bottom of the shirt and be made of the same material as shirt fabric with two rows of stitching 7/8" apart. The center front shall contain six vertical buttonholes placed 3/4" from edge and 3-1/2" apart.

26.7.2 The button stand, 1" wide, shall be self-lined and placed on left side extending from collar stand to bottom of shirt. Buttons shall be securely attached to the button stand and shall correspond to the buttonholes on the center facing.

26.8 Back

Back to have a double yoke of basic shirt material.

26.9 Pockets

To have two breast pockets with mitred corners to finish 5" wide and 5-1/2" long. The left breast pocket to have a pencil compartment about 1-1/4" wide. Both pockets to be pleated and to have 1-1/4" box stitching top and bottom to prevent spreading.

26.10 Flaps

To have two scalloped flaps to finish 5-1/4" in length, 2-3/8" in width at center, and 2-1/8" in width at sides. Flaps are to be secured to front of shirt with two rows of stitching approximately 1/4" above top of pocket. The left flap is to have a pencil opening about 1-1/2" in width. Flaps are to be interlined. There will be a matching button and a buttonhole sewn on the flap.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S32-S23912

26.0 Shirt, Ladies, Long Sleeve, Blue (Group No. 1) (Continued):

26.11 Flap Closure

The side points of the flaps are to be secured to the pockets by means of velcro fasteners sewn onto the flaps and pockets.

26.12 Badge Tab

To be reinforced on inside of the shirt by means of a strip of material 1-1/2" wide stitched and folded so that no raw edges show. The reinforcement strip is to extend from the flap setting stitch to the joining seam at the front of the yoke. To have two (2) small (horizontal) buttonholes, 1-1/4" apart with the bottom buttonhole 1-1/2" above top of left flap.

26.13 Shoulder Straps

The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. The pointed ends shall be fastened with one (1) matching button. The straps shall measure 2" at sleeve and taper to 1-3/8". Straps are to be set about 1/2" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross stitching 2" from sleeve head seam.

26.14 Permanent Creases

Shirt shall have permanent military creases. Creases are to be stitched in shirt only, not thru pockets and flaps. One (1) crease in each front extending from hem to joining seam. Three (3) vertical creases in back, middle crease on center back line; and side back creases spaced equally from center crease.

26.15 Interlining

Flaps shall be 6800 crease and tack. Top center to be lined with 505 viltec. Bands and cuffs shall be 37 durapress.

26.16 Size Marking

Size shall be marked with indelible ink on a size loop attached to basic label in yoke.

26.17 Button

All buttons shall be made from melamine material for durability and must match fabric.

26.18 UPC Identification

A printed UPC bar code tag must be attached to every garment so as to be visible in the package. The UPC bar code must identify style, color and size information so as to be incorporated into an inventory management system. Appropriate support documentation must be available to assist agency in encoding UPC information.

26.19 Pressing and Packing

Shirts shall be carefully pressed by hand in first class manner and individually packed in polyethylene bags. Shirts shall be shipped in strong boxes so as not to be damaged in shipment. Shirts shall be packed four to a box with the sizes marked on the outside of the box at the one end.

26.20 Finished Dimensions

<u>Size:</u>	<u>30</u>	<u>32</u>	<u>34</u>	<u>36</u>	<u>38</u>	<u>40</u>	<u>42</u>	<u>44</u>	<u>46</u>	<u>48</u>
Bust:	39	40	41.5	43	44.5	46	48	50	52	54
Waist:	32	33	34.5	36	37.5	39	41	43	45	47

SPECIFICATIONS / SCOPE OF WORK

SOLICITATION NO.: S32-S23912

27.0 Shirt, Ladies, Short Sleeve, Blue (Group No. 1):

27.1 Style

Elbeco Paragon Plus #P802 female short sleeve shirt or equal. It is the intent to secure a tailored shirt equal in quality of workmanship and style. Shirts will be cut on a form-fitting line. Shirts to have permanent sewn-in military stitches.

27.2 Tailoring

27.2.1 It is imperative that this garment be constructed according to the principles set forth in the specifications. All stitches must be of the proper tension and size so as to avoid puckering after the shirt has been laundered and to give best durable press performance.

27.2.2 The front and back of the shirt shall be cut perpendicular to the selvage so as to minimize puckering on military stitching. All sewing shall be with dacron core thread to match shirt fabric. The collar is to be single stitched 1/4" from edge. The pockets and flaps shall be single stitched on the edge.

27.3 Fabric

27.3.1 Fabric shall be #2174 open weave poplin, 65% dacron polyester, 35% combed cotton, finest vat dye. Fabric must be sanforized and mercerized with permanent press finish. Fabric must be finished with teflon fabric protector for superior fabric appearance and durability. Color shall be blue.

27.3.2 The fabric must meet or exceed the following characteristics:

Finished Count:	110 x 52
Finished Weight:	4 - 4.25 oz/Sq. Yd.
Tensile Strength:	Warp = 170 lbs. Fill = 72 lbs.
Tear Strength:	Warp = 3,450 grams Fill = 1,900 grams

27.4 Creasing

Pockets and pocket flaps to be die creased to give uniform shape and size.

27.5 Collar

Convertible collar shall be one piece and measure 3-1/8" long at the points. Collar to be lined with 100% dacron. The collar stays shall be of good quality stalar vinyl, 2-3/4" in length and 3/8" wide and be attached to the bottom collar. There shall be one horizontal buttonhole.

27.6 Sleeves

Sleeves are to be straight and whole with 1" hem. The finish shall be 9" long from shoulder seam. The sleeves must be secured to the body of the shirt by means of a merrow stitch with a safety stitch so as to properly strengthen the stitch. The same stitch must be used on the side closing seams as well.

27.7 Front

The front shall have a center facing 3" in width extending from neckline to bottom of shirt provided by a turn under of material. The right front shall also have a lined box pleat 1-1/2" wide finished, running full length of the shirt and shall be topstitched 1/4" from both edges. The center front shall contain six vertical buttonholes placed 3/4" from edge, first 2-1/2" down from neck, balance 3-1/2" apart.

27.8 Back

Back to have a double yoke of basic shirt material.

SPECIFICATIONS / SCOPE OF WORK

SOLICITATION NO.: S32-S23912

27.0 Shirt, Ladies, Short Sleeve, Blue (Group No. 1) (Continued):

27.9 Pockets

Pockets shall have two breast pockets with mitred corners to finish 5" wide and 5-1/2" long. The left breast pocket to have a pencil compartment about 1-1/4" wide. Both pockets to be plated and to have 1-1/4" box stitching top and bottom to prevent spreading.

27.10 Flaps

Flaps shall have two scalloped flaps to finish 5-1/4" in length, 2-3/8" in width at center, and 2-1/8" in width at sides. Flaps are to be secured to front of shirt with two rows of stitching approximately 1/4" above top of pocket. The left flap is to have a pencil opening about 1-1/2" in width. Flaps are to be interlined. There will be a matching button and a buttonhole sewn on the flap.

27.11 Flap Closure

The side points of the flaps are to be secured to the pockets by means of velcro fasteners sewn onto the flaps and pockets.

27.12 Badge Tab

Badge tab to be reinforced on inside of the shirt by means of a strip of material 1-1/2" wide stitched and folded so that no raw edges show. The reinforcement strip is to extend from the flap setting stitch to the joining seam at the front of the yoke. To have two (2) small (horizontal) buttonholes, 1-1/4" apart with the bottom buttonhole 1-1/2" above top of left flap.

27.13 Shoulder Straps

The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. The pointed ends shall be fastened with one (1) matching button. The straps shall measure 2" at sleeve and taper to 1-3/8". Straps to be set about 1/2" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross stitching 2" from sleeve head seam.

27.14 Permanent Creases

Shirt to have permanent military creases. Creases to be stitched in shirt only, not thru pockets and flaps. One (1) crease in each front extending from hem to joining seam. Three (3) vertical creases in back; middle crease on center back line; side back creases spaced equally from center crease.

27.15 Interlining

Flaps shall be 6800 crease and tack, with top center to be lined with 505 viltec. Bands shall be 37 durapress.

27.16 Size Marking

Size shall be marked with indelible ink on a size loop attached to basic label in yoke.

27.17 Button

All buttons shall be made from melamine material for durability and must match fabric.

27.18 UPC Identification

A printed UPC bar code tag must be attached to every garment so as to be visible in the package. The UPC bar code must identify style, color and size information so as to be incorporated into an inventory management system. Appropriate support documentation must be available to assist agency in encoding UPC information.

SPECIFICATIONS / SCOPE OF WORK

SOLICITATION NO.: S32-S23912

27.0 Shirt, Ladies, Short Sleeve, Blue (Group No. 1) (Continued):

27.19 Pressing and Packing

Shirts shall be carefully pressed by hand in first class manner and individually packed in polyethylene bags. Shirts are to be shipped in strong boxes so as not to be damaged in shipment. Shirts to be packed four to a box with the sizes marked on the outside of the box at the one end.

27.20 Finished Dimensions

<u>Size:</u>	<u>30</u>	<u>32</u>	<u>34</u>	<u>36</u>	<u>38</u>	<u>40</u>	<u>42</u>	<u>44</u>	<u>46</u>	<u>48</u>
Bust:	39	40	41.5	43	44.5	46	48	50	52	54
Waist:	32	33	34.5	36	37.5	39	41	43	45	47

28.0 Shirt, Male, Long Sleeve, White (Group No. 1):

28.1 Style

Elbeco Paragon Plus #P877 male long sleeve white shirt or equal. It is the intent to secure a tailored shirt equal in quality of workmanship and style. Shirts will be cut on a form-fitting line. Shirts are to have permanent sewn-in military stitches.

28.2 Tailoring

28.2.1 It is imperative that this garment be constructed according to the principles set forth in the specifications. All stitches must be of the proper tension and size so as to avoid puckering after the shirt has been laundered and to give best durable press performance.

28.2.2 The front and back of the shirt shall be cut perpendicular to the selvage so as to minimize puckering on military stitching. All sewing shall be with dacron core thread to match shirt fabric. The collar and cuffs are to be single stitched 1/4" from edge. The pockets and flaps shall be single stitched on the edge.

28.3 Shirt Material

28.3.1 Shirt fabric to be #2174 open weave poplin, 65% dacron polyester, 35% combed cotton, finest vat dye. Fabric must be sanforized and mercerized with permanent press finish. It must be finished with teflon fabric protector for superior fabric appearance and durability. Color shall be white.

28.3.2 The fabric must meet or exceed the following characteristics:

Finished Count:	110 x 52
Finished Weight:	4 - 4.25 oz/Sq. Yd.
Tensile Strength:	Warp = 170 lbs. Fill = 72 lbs.
Tear Strength:	Warp = 3,450 grams Fill = 1,900 grams

28.4 Creasing

Pockets and pocket flaps to be die creased to give uniform shape and size.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S32-S23912

28.0 Shirt, Male, Long Sleeve, White (Group No. 1) (Continued):

28.5 Collar

The shape and style of both leaf and stand shall conform to the TT89 collar. The points, medium spread, are to be approximately 3" in length. The back of the stand is to measure 1-1/2". The leaf shall be made of three (3) pieces; two (2) pieces of self cloth and one (1) whole lining, which is to be fused to the top collar. The collar stays shall be of good quality stalar vinyl, 2-3/4" in length and 3/8" wide and be attached to the bottom collar. The stand shall fasten with one button. There shall be one horizontal buttonhole.

28.6 Sleeves

28.6.1 Sleeves shall be straight and whole. The cuffs are to be 2-7/8" in width and to fasten with two buttons. There is to be a single stitch 7/16" from top of cuff.

28.6.2 The sleeve opening shall measure 4-7/8" from top of cuff. The top facing for this opening is to be 1-1/4" wide and the bottom facing to finish about 1/2" wide. Button is to be placed on sleeve opening with corresponding buttonhole.

28.6.3 The sleeves must be secured to the body of the shirt by means of a merrow stitch with a safety stitch so as to properly strengthen the stitch. The same stitch must be used on the side closing seams as well.

28.7 Front

28.7.1 The front shall have a center facing 1-1/2" wide extending from the collar stand to bottom of shirt and be made of the same material as shirt fabric with two rows of stitching 7/8" apart. The center front shall contain six (6) vertical buttonholes placed 3/4" from edge and 3-1/2" apart.

28.7.2 The button stand, 7/8" wide, shall be self-lined and placed on the right side extending from collar stand to bottom of shirt. Buttons shall be securely attached to the button stand and shall correspond to the buttonholes on the center facing.

28.8 Back

Back to have double yoke of basic shirt material.

28.9 Pockets

Pockets to have two breast pockets with mitred corners to finish 5-5/8" wide and 6" long. The left breast pocket to have a pencil compartment about 1-1/4" wide. Both pockets to be pleated and to have 1-1/4" box stitching top and bottom to prevent spreading.

28.10 Flaps

Flaps shall have two scalloped flaps to finish 5-3/4" in length, 2-3/4" in width at center, and 2-1/2" in width at sides. Flaps are to be secured to front of shirt with two rows of stitching approximately 1/4" above top of pocket. The left flap is to have a pencil opening about 1-1/2" in width. Flaps are to be interlined. There will be a matching button and a buttonhole sewn on the flap.

28.11 Flap Closure

The side points of the flaps are to be secured to the pockets by means of velcro fasteners sewn onto the flaps and pockets.

SPECIFICATIONS / SCOPE OF WORK

SOLICITATION NO.: S32-S23912

28.0 Shirt, Male, Long Sleeve, White (Group No. 1) (Continued):

28.12 Badge Tab

Badge tab is to be reinforced on inside of the shirt by means of a strip of material 1-1/2" wide stitched and folded so that no raw edges show. The reinforcement strip is to extend from the flap setting stitch to the joining seam at the front of the yoke. To have two (2) small (horizontal) buttonholes, 1-1/4" apart with the bottom buttonhole 1-1/2" above top of left flap.

28.13 Shoulder Straps

The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. The pointed ends shall be fastened with one (1) matching button. The straps shall measure 2" at sleeve and taper to 1-3/8". The shoulder straps to be set about 1/2" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross stitching 2" from sleeve head seam.

28.14 Permanent Creases

Shirt is to have permanent military creases. Creases are to be stitched in shirt only, not thru pockets and flaps. One (1) crease in each front extending from hem to joining seam, three (3) vertical creases in back; middle crease on center back line; side back creases spaced equally from center crease.

28.15 Buttons

All buttons shall be made from melamine material for durability and must match fabric.

28.16 Interlining

Flaps shall be 6800 crease and tack. The top center shall be lined with 505 viltec. The bands and cuffs shall be 37 durapress.

28.17 UPC Identification

A printed UPC bar code tag must be attached to every garment so as to be visible in the package. The UPC bar code must identify style, color and size information so as to be incorporated into an inventory management system. Appropriate support documentation must be available to assist agency in encoding UPC information.

28.18 Size Marking

Size shall be marked with indelible ink on a size loop attached to basic label in yoke.

28.19 Pressing and Packing

Shirts shall be carefully pressed by hand in first class manner and individually packed in polyethylene bags. Shirts are to be shipped in strong boxes so as not to be damaged in shipment. Shirts are to be packed four to a box with the sizes marked on the outside of the box at the one end.

28.20 Finished Dimensions

<u>Size:</u>	<u>14</u>	<u>14.5</u>	<u>15</u>	<u>15.5</u>	<u>16</u>	<u>16.5</u>	<u>17</u>	<u>17.5</u>	<u>18</u>	<u>18.5</u>
Chest:	40	42	44	46	48	50	52	54	56	58
Waist:	36	38	40	42	44	46	48	50	53	55
Bk Length:	322	32e	32:	32f	33c	332	33f	35	35d	35f

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S32-S23912

29.0 Shirt, Male Short Sleeve, White (Group No. 1):

29.1 Style

Elbeco Paragon Plus #P867 male short sleeve shirt: It is the intent to secure a tailored shirt equal in quality of workmanship and style. Shirts will be cut on a form-fitting line. Shirts are to have permanent sewn-in military stitches.

29.2 Tailoring

It is imperative that this garment be constructed according to the principles set forth in the specifications. All stitches must be of the proper tension and size so as to avoid puckering after the shirt has been laundered and to give best durable press performance. The front and back of the shirt shall be cut perpendicular to the selvage so as to minimize puckering on military stitching. All sewing shall be with dacron core thread to match shirt fabric. The collar is to be single stitched 1/4" from edge. The pockets and flaps shall be single stitched on the edge.

29.3 Shirt Material

29.3.1 Fabric to be #2174 open weave poplin, 65% dacron polyester, 35% combed cotton, finest vat dye. Fabric must be sanforized and mercerized with permanent press finish. It must be finished with teflon fabric protector for superior fabric appearance and durability. Color shall be white.

29.3.2 The fabric must meet or exceed the following characteristics:

Finished Count:	110 x 52
Finished Weight:	4 - 4.25 oz/Sq. Yd.
Tensile Strength:	Warp = 170 lbs. / Fill = 72 lbs.
Tear Strength:	Warp = 3,450 grams / Fill = 1,900 grams

29.4 Creasing

Pockets and pocket flaps to be die creased to give uniform shape and size.

29.5 Collar

Convertible collar shall be one (1) piece and to measure 3-1/4" long at points and 1-5/8" wide at back. The collar stays shall be of good quality stalar vinyl, 2-1/2" in length and 3/8" wide and be attached to the bottom collar. There shall be one (1) horizontal buttonhole.

29.6 Sleeves

Sleeves to be straight and whole with 1" hem and shall finish 9-1/2" in length. The sleeves must be secured to the body of the shirt by means of a merrow stitch with a safety stitch so as to properly strengthen the stitch. The same stitch must be used on the side closing seams as well.

29.7 Front

The front shall have a facing 3" in width extending from neckline to the bottom of shirt provided by a turnunder of material. The left front shall also have a lined box pleat 1-1/2" wide finished, running full length of the shirt and shall be topstitched 1/4" from both edges. The center front shall contain six (6) vertical buttonholes placed 3/4" from edge and 3-1/2" apart.

29.8 Back

Back to have double yoke of basic shirt material.

SPECIFICATIONS / SCOPE OF WORK

SOLICITATION NO.: S32-S23912

29.0 Shirt, Male Short Sleeve, White (Group No. 1) (Continued):

29.9 Pockets

Shall have two (2) breast pockets with mitred corners to finish 5-5/8" wide and 6" long. The left breast pocket to have a pencil compartment about 1-1/4" wide. Both pockets to be pleated and to have 1-1/4" box stitching top and bottom to prevent spreading.

29.10 Flaps

Shall have two (2) scalloped flaps to finish 5-3/4" in length. 2-3/4" in width at center and 2-1/2" in width at the sides. Flaps are to be secured to front of shirt with two (2) rows of stitching approximately 1/4" above top of pocket. The left flap shall have a pencil opening about 1-1/2" in width. There will be a matching button and a buttonhole sewn on the flap.

29.11 Flap Closure

The side points of the flaps are to be secured to the pockets by means of velcro fasteners sewn onto the flaps and pockets.

29.12 Badge Tab

Badge tab to be reinforced on inside of the shirt by means of a strip of material 1-1/2" wide stitched and folded so that no raw edges show. The reinforcement strip is to extend from the flap setting stitch to the joining seam at the front of the yoke. To have two small (horizontal) buttonholes, 1-1/4" apart with the bottom buttonhole 1-1/2" above top of left flap.

29.13 Shoulder Straps

The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. The pointed ends shall be fastened with one matching button. The straps shall measure 2" at sleeve and taper to 1-3/8". Straps shall be set about 1/2" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross stitching 2" from sleeve head seam.

29.14 Permanent Creases

Shirt to have permanent military creases. Creases are to be stitched in shirt only, not thru pockets and flaps. One (1) crease in each front extending from hem to joining seam. Three (3) vertical creases in back; middle crease on center back line; side back creases spaced equally from center crease.

29.15 Buttons

All buttons shall be made from melamine material for durability and must match fabric.

29.16 Interlining

Flaps to be 6800 crease and tack. Top center to be lined with 505 viltec. Bands to be 37 durapress. Collar to be lined with 100% dacron.

29.17 UPC Identification

A printed UPC bar code tag must be attached to every garment so as to be visible in the package. The UPC bar code must identify style, color and size information so as to be incorporated into an inventory management system. Appropriate support documentation must be available to assist agency in encoding UPC information.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S32-S23912

29.0 Shirt, Male Short Sleeve, White (Group No. 1) (Continued):

29.18 Size Marking

Size shall be marked with indelible ink on a size loop attached to basic label in yoke.

29.19 Pressing and Packing

Shirts shall be carefully pressed by hand in first class manner and individually packed in polyethylene bags. Shirts are to be shipped in strong boxes so as not to be damaged in shipment. Shirts to be packed four to a box with the sizes marked on the outside of the box at the one end.

29.20 Finished Dimensions

Size:	Small	Medium	Large	XLarge	2XLarge
Chest:	42	46	50	54	58
Waist:	38	42	46	50	55
Bk Length:	32e	32f	332	35	35f

30.0 Shirt, Ladies Long Sleeve, White (Group No. 1):

30.1 Style

Elbeco Paragon Plus #P801 female long sleeve. The intent is to secure a tailored shirt equal in quality of workmanship and style. Shirts will be cut on a form-fitting line. Shirts are to have permanent sewn-in military stitches.

30.2 Tailoring

It is imperative that this garment be constructed according to the principles set forth in the specifications. All stitches must be of the proper tension and size so as to avoid puckering after the shirt has been laundered and to give best durable press performance. The front and back of the shirt shall be cut perpendicular to the selvage so as to minimize puckering on military stitching. All sewing shall be with Dacron core thread to match shirt fabric. The collar and cuffs are to be single stitched 1/4" from edge. The pockets and flaps shall be single stitched on the edge.

30.3 Fabric

30.3.1 Fabric to be #2174 open weave poplin, 65% dacron polyester, 35% combed cotton, finest vat dye. Fabric must be sanforized and mercerized with permanent press finish. Must be finished with Teflon fabric protector for superior fabric appearance and durability. Color shall be white.

30.3.2 The fabric must meet or exceed the following characteristics:

Finished Count:	110 x 52
Finished Weight:	4 - 4.25 oz/Sq. Yd.
Tensile Strength:	Warp = 170 lbs. Fill = 72 lbs.
Tear Strength:	Warp = 3,450 grams Fill = 1,900 grams

30.4 Creasing

Pockets and pocket flaps to be die creased to give uniform shape and size.

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S32-S23912

30.0 Shirt, Ladies Long Sleeve, White (Group No. 1) (Continued):

30.5 Collar

- 30.5.1 The shape and style of both leaf and stand shall conform to the TT89 Collar. The points, medium spread, are to be approximately 3" in length. The back of the stand is to measure 1-1/2". The stand shall fasten with one button. There shall be one horizontal button hole.
- 30.5.2 The collar is to be constructed of two plies of basic material and one ply of dacron lining. Permanent collar stays to be secured to bottom leaf. The collar stays shall be of good quality stalar vinyl, 2-3/4" in length and 3/8" wide and attached to the bottom collar. Inner stand and inner yoke to be made of compatible combed cotton blended poplin fabric for additional comfort.

30.6 Sleeves

- 30.6.1 Sleeves to be straight and whole. The cuffs are to be 2-5/8" in width and have two (2) buttons on one end, and one (1) buttonhole on the other to allow for adjusting the cuff size.
- 30.6.2 The sleeve opening shall measure 3-7/8" from top of cuff. The top facing for this opening is to be 1-1/4" wide and the bottom facing to finish about 1/2" wide. Button is to be placed on sleeve opening with corresponding buttonhole.
- 30.6.3 The sleeves must be secured to the body of the shirt by means of a merrow stitch with a safety stitch so as to properly strengthen the stitch. The same stitch must be used on the side closing seams as well.

30.7 Front

- 30.7.1 The front shall have a facing 1-1/2" wide extending from the collar stand to the bottom of the shirt and be made of the same material as shirt fabric with two (2) rows of stitching 7/8" apart. The center front shall contain six (6) vertical buttonholes placed 3/4" from edge and 3-1/2" apart.
- 30.7.2 The button stand, 1" wide, shall be self-lined and placed on left side extending from collar stand to bottom of shirt. Buttons shall be securely attached to the button stand and shall correspond to the buttonholes on the center facing.

30.8 Back

Back to have a double yoke of basic shirt material.

30.9 Pockets

Shall have two (2) breast pockets with mitred corners to finish 5" wide and 5-1/2" long. The left breast pocket to have a pencil compartment about 1-1/4" wide. Both pockets to be pleated and to have 1-1/4" box stitching top and bottom to prevent spreading.

30.10 Flaps

Shall have two (2) scalloped flaps to finish 5-1/4" in length. 2-3/8" inch width at center and 2-1/8" inch width at sides. Flaps to be secured to front of shirt with two (2) rows of stitching approximately 1/4" above top of pocket. The left flap to have a pencil opening about 1-1/2" in width. Flaps to be interlined. There will be a matching button and a buttonhole sewn on the flap.

30.11 Flap Closure

The side points of the flaps are to be secured to the pockets by means of velcro fasteners sewn onto the flaps and pockets.

SPECIFICATIONS / SCOPE OF WORK

SOLICITATION NO.: S32-S23912

30.0 Shirt, Ladies Long Sleeve, White (Group No. 1) (Continued):

30.12 Badge Tab

To be reinforced on inside of the shirt by means of a strip of material 1-1/2" wide stitched and folded so that no raw edges show. The reinforcement strip is to extend from the flap setting stitch to the joining seam at the front of the yoke. To have two (2) small (horizontal) buttonholes, 1-1/4" apart with the bottom buttonhole 1-1/2" above top of left flap.

30.13 Shoulder Straps

The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. The pointed ends shall be fastened with one matching button. The straps shall measure 2" at sleeve and taper to 1-3/8". Straps to be set about 1/2" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross stitching 2" from sleeve head seam.

30.14 Permanent Creases

Shirt to have permanent military creases. Creases to be stitched in shirt only, not thru pockets and flaps. One (1) crease in each front extending from hem to joining seam. Three (3) vertical creases in back; middle crease on center back line; side back creases spaced equally from center crease.

30.15 Interlining

Flaps to be 6800 crease and tack. Top center to be lined with 505 viltec. Bands and cuffs to be 37 durapress.

30.16 Size Marking

Size shall be marked with indelible ink on a size loop attached to basic label in yoke.

30.17 Button

All buttons shall be made from melamine material for durability and must match fabric.

30.18 UPC Identification

A printed UPC bar code tag must be attached to every garment so as to be visible in the package. The UPC bar code must identify style, color and size information so as to be incorporated into an inventory management system. Appropriate support documentation must be available to assist agency in encoding UPC information.

30.19 Pressing and Packing

Shirts shall be carefully pressed by hand in first class manner and individually packed in polyethylene bags. Shirts to be shipped in strong boxes so as not to be damaged in shipment. Shirts to be packed four to a box with the sizes marked on the outside of the box at the one end.

30.20 Finished Dimensions

<u>Size:</u>	<u>30</u>	<u>32</u>	<u>34</u>	<u>36</u>	<u>38</u>	<u>40</u>	<u>42</u>	<u>44</u>	<u>46</u>	<u>48</u>
Bust:	39	40	41.5	43	44.5	46	48	50	52	54
Waist:	32	33	34.5	36	37.5	39	41	43	45	47

SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: S32-S23912

31.0 Shirt, Ladies Short Sleeve, White (Group No. 1):

31.1 Style

Elbeco Paragon Plus #P811 female short sleeve shirt or equal. The intention is to secure a tailored shirt equal in quality of workmanship and style. Shirts will be cut on a form-fitting line. Shirts to have permanent sewn-in military stitches.

31.2 Tailoring

It is imperative that this garment be constructed according to the principles set forth in the specifications. All stitches must be of the proper tension and size so as to avoid puckering after the shirt has been laundered and to give best durable press performance. The front and back of the shirt shall be cut perpendicular to the selvage so as to minimize puckering on military stitching. All sewing shall be with dacron core thread to match shirt fabric. The collar is to be single stitched 1/4" from edge. The pockets and flaps shall be single stitched on the edge.

31.3 Fabric

31.3.1 Fabric to be #2174 open weave poplin, 65% dacron polyester, 35% combed cotton, finest vat dye. Fabric must be sanforized and mercerized with permanent press finish. Must be finished with teflon fabric protector for superior fabric appearance and durability. Color shall be white.

31.3.2 The fabric must meet or exceed the following characteristics:

Finished Count:	110 x 52
Finished Weight:	4 - 4.25 oz/Sq. Yd.
Tensile Strength:	Warp = 170 lbs. Fill = 72 lbs.
Tear Strength:	Warp = 3,450 grams Fill = 1,900 grams

31.4 Creasing

Pockets and pocket flaps to be die creased to give uniform shape and size.

31.5 Collar

Convertible collar shall be one (1) piece and to measure 3-1/8" long at the points. Collar to be lined with 100% dacron. The collar stays shall be of good quality stalar vinyl, 2-3/4" in length and 3/8" wide and be attached to the bottom collar. There shall be one (1) horizontal buttonhole.

31.6 Sleeves

Sleeves to be straight and whole with 1" hem. The finish shall be 9" long from shoulder seam. The sleeves must be secured to the body of the shirt by means of a merrow stitch with a safety stitch so as to properly strengthen the stitch. The same stitch must be used on the side closing seams as well.

31.7 Front

The front shall have a center facing 3" in width extending from neckline to bottom of shirt provided by a turn under of material. The right front shall also have a lined box pleat 1-1/2" wide finished, running full length of the shirt and shall be topstitched 1/4" from both edges. The center front shall contain six (6) vertical buttonholes placed 3/4" from edge, first 2-1/2" down from neck, balance 3-1/2" apart.

31.8 Back

Back to have a double yoke of basic shirt material.

SPECIFICATIONS / SCOPE OF WORK

SOLICITATION NO.: S32-S23912

31.0 Shirt, Ladies Short Sleeve, White (Group No. 1) (Continued):

31.9 Pockets

Shall have two breast pockets with mitred corners to finish 5" wide and 5-1/2" long. The left breast pocket to have a pencil compartment about 1-1/4" wide. Both pockets to be plated and to have 1-1/4" box stitching top and bottom to prevent spreading.

31.10 Flaps

Shall have two scalloped flaps to finish 5-1/4" in length, 2-3/8" in width at center, and 2-1/8" in width at sides. Flaps to be secured to front of shirt with two rows of stitching approximately 1/4" above top of pocket. The left flap to have a pencil opening about 1-1/2" in width. Flaps to be interlined. There will be a matching button and a buttonhole sewn on the flap.

31.11 Flap Closure

The side points of the flaps are to be secured to the pockets by means of velcro fasteners sewn onto the flaps and pockets.

31.12 Badge Tab

To be reinforced on inside of the shirt by means of a strip of material 1-1/2" wide stitched and folded so that no raw edges show. The reinforcement strip is to extend from the flap setting stitch to the joining seam at the front of the yoke. To have two small (horizontal) buttonholes, 1-1/4" apart with the bottom buttonhole 1-1/2" above top of left flap.

31.13 Shoulder Straps

The shoulder straps shall be pointed at the end toward the neck of the shirt. The other end shall be sewn in sleeve head seam. The pointed ends shall be fastened with one matching button. The straps shall measure 2" at sleeve and taper to 1-3/8". Straps are to be set about 1/2" from the collar. Shoulder straps shall be box stitched to shoulders with row of cross stitching 2" from sleeve head seam.

31.14 Permanent Creases

Shirt shall have permanent military creases. Creases to be stitched in shirt only, not thru pockets and flaps. One crease in each front extending from hem to joining seam. Three (3) vertical creases in back; middle crease on center back line; side back creases spaced equally from center crease.

31.15 Interlining

Flaps to be 6800 crease and tack. Top center to be lined with 505 viltec. Bands to be 37 durapress.

31.16 Size Marking

Size shall be marked with indelible ink on a size loop attached to basic label in yoke.

31.17 Button

All buttons shall be made from melamine material for durability and must match fabric.

31.18 UPC Identification

A printed UPC bar code tag must be attached to every garment so as to be visible in the package. The UPC bar code must identify style, color and size information so as to be incorporated into an inventory management system. Appropriate support documentation must be available to assist agency in encoding UPC information.

SPECIFICATIONS / SCOPE OF WORK

SOLICITATION NO.: S32-S23912

31.0 Shirt, Ladies Short Sleeve, White (Group No. 1) (Continued):

31.19 Pressing and Packing

Shirts shall be carefully pressed by hand in first class manner and individually packed in polyethylene bags. Shirts to be shipped in strong boxes so as not to be damaged in shipment. Shirts to be packed four to a box with the sizes marked on the outside of the box at the one end.

31.20 Finished Dimensions

<u>Size:</u>	<u>30</u>	<u>32</u>	<u>34</u>	<u>36</u>	<u>38</u>	<u>40</u>	<u>42</u>	<u>44</u>	<u>46</u>	<u>48</u>
Bust:	39	40	41.5	43	44.5	46	48	50	52	54
Waist:	32	33	34.5	36	37.5	39	41	43	45	47

32.0 Pants, Dress and Work (Group No. 2)

32.1 Style

Men's Perfection Polyester/Wool Super Natural Series, Class "A" Trousers, Style 4625DN or equal.

32.2 Fabric

Style: TIC 658N/1

Fiber Content: 75% polyester/25% wool

Weave: Serge

Weight: 11.5 – 12.0 oz./linear yard

Construction: 77 warp x 69 filling

Tensile Strength: 140 x 120 lbs.

Nano Finish: External hydrophobic resistance to most water and oil based liquids.

32.3 Pocketing and Lining

Style: QST Starspun III

Fiber Content: 70% polyester/30% cotton

Weave: Plain

Weight: 3.5 oz./square yard

Construction: 82 warp x 50 filling

Tensile Strength: 119 x 98 lbs.

Color: Black

32.4 Design

Shall feature the Perfection EGC system design for enhanced comfort and mobility. Uniform trouser with a plain front with two quarter top pockets and a watch pocket. Cell phone pocket. Topstitched back pockets with triangle bartacks, left pocket has tab to button. Zipper fly front with French fly. 1-piece EGC diamond gusset crotch for enhanced comfort, mobility, and wear life. Two (2) inch wide EGC Perfection Fit expandable waistband with reinforced belt loops. Straight leg bottoms. Creaset super silicone creases. The trousers shall be made from a men's relaxed fit uniform trouser pattern.

32.5 Pockets

The front pockets are quarter top style with a minimum 6 1/2" opening and a 6" depth, measured from the bottom of the opening. The front pocket bags are double tipped and shall be stitched, turned, and re-stitched. The inside front pocket facing shall be a separate piece of self material finishing no less than 1 1/2" wide. A cell phone pocket inside the left front pocket is accessed by a 7" invisible zipper. The watch pocket is faced with self goods, has bartacks at each end of the 2 3/4" opening and is 3 1/2" deep. The back pockets have 5 1/2" openings and are 6" deep. They shall be made with a Reese PW automatic machine and topstitched on the outside with an exposed top and bottom welt inside facing. The left pocket shall have a tab to button. The front pockets and watch pocket shall have straight bartacks at the ends of the openings. The back pockets shall have triangle bartacks at the ends of the openings.

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32.0 Pants, Dress and Work (Group No. 2) (Continued):

32.6 Waistband

The trousers are made with a 2" wide Perfection EGC System auto adjust waistband for exact fit with enhanced comfort and mobility. The waistband on the front panel has an extension that joins to the inside of the back waistband with heavy-duty hidden elastic. This construction enables the waistband to automatically expand and contract two (2) to four (4) inches as necessary. The waistband is stabilized with fusible nonwoven interlining. The waistband shall close with two crush proof hooks and eyes which are reinforced with canvas stays. There shall be a bartack behind each eye. The Perfection breathable EGC stretch waistband curtain finishes 2 5/8" wide. The upper portion is made of 1 1/8" wide bias cut pocketing fabric with 1/16" topstitching, mini snugtex and 3/4" wide stretch ban-rol canvas. The lower portion is 1 1/2" wide and is made of woven elastic with 3-strand mini snugtex to insure shirt tail "tuck". The waistband curtain shall be set on with a rocap machine and be closed by stitching below the waistband through the outer fabric and the waistband curtain.

32.7 Belt Loops

There shall be seven (7) belt loops on sizes 38 and smaller, and eight (8) belt loops on sizes 40 and larger. Each loop is to be 3/4" wide, of double thickness, have canvas interlining and be stitched with a 1/4" gauge twin needle. All loops (except for the center back loop) shall be stitched into the waistband curtain seam and the bottom of the waistband. The top of the center back loop shall be tacked to the outside of the waistband, folded over the tacking, with the bottom of the loop tacked to the trousers. They shall accommodate a 1 3/4" wide belt.

32.8 Fly

The trousers shall close with an YKK brass memory lock zipper which has a brass bottom stop at the base of the zipper chain and a brass ratcheting cam lock slider. Both flies have fusible nonwoven interlining. The right fly has a French fly extension and is lined with pocketing fabric, which extends from the top of the waistband to the diamond gusset. A matching button is stitched to the left waistband curtain to fasten the French fly. A straight bartack shall be stitched at the bottom of the fly from the outside of the garment, through the zipper tape, the right and left fly and the right fly lining. The right and left fly shall be joined by an additional bartack located below the bottom zipper stop on the inside of the trousers. The zipper and fly topstitching extend to the top of the waistband.

32.9 Inside Trim

The right fly lining extension is stitched to the front seat seam allowances and extends to the diamond gusset.

32.10 Diamond Gusset

Perfection EGC System incorporates a one (1) piece diamond gusseted crotch construction with multi-directional stretch for enhanced comfort, mobility and wear life. All raw edges must be serged prior to setting the gusset. After the gusset is set, it is topstitched 1/16" from the edges. Safety stitch construction is unacceptable.

32.11 Creasing

The front and rear creases in the trouser legs incorporate a permanent modified "super silicone" crease produced by the creaset system that is specially formulated for fabrics with high technology treatments.

32.12 Stitching

The entire trouser is to be stitched with matching polyester core or 100% polyester spun thread. The thread shall be colorfast and match the fabric. All visible stitching must be 10-11 stitches per inch. All exposed inside seams are to be serged. The seat seam must be stitched with a tandem needle machine. There is a minimum 2 3/4" seat outlet for alterations.

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32.0 Pants, Dress and Work (Group No. 2) (Continued):

32.13 Pressing and Finishing

All loose threads shall be removed. Trousers must be pressed on hothead presses and properly shaped with the inseams, outseams, and seat seam pressed open. There must be a texpak clip attached to the waistband of the finished trousers.

32.14 Labeling

Trousers shall be labeled with the following information: manufacturer, style number, size, fiber content, care instructions, RN number and country of origin.

32.15 Sizes

The trousers shall be unhemmed and be available in a regular rise length in waist sizes 28 through 60. Odd waist sizes are available through size 37.

33.0 Pants, Tactical Mens (Group No. 2):

33.1 Style

Men's polyester/cotton pant. Mfr. Ref.: 5.11 Style #74273 or equal.

33.2 Fabric

Lightweight poly/cotton ripstop fabric of 65% polyester and 35% poly cotton. Color shall be dark navy, non-fading. Finish shall be stain and soil resistant with HT teflon wear resistant finish or equal.

33.3 Design

Design has two (2) cargo pockets on both front sides. Pant has fully gusseted crotch to allow full range of movement. Pant has a magazine/cell phone pocket. Pant has rear slash pockets. Pant has external knife pocket and rear web strap. Pant has clip loop. Pant has YKK zippers and pryms snaps or equal.

34.0 Pants, Tactical Womens (Group No. 2):

34.1 Style

Women's polyester/cotton pant. Mfr. Ref.: 5.11, Style #64360 or equal.

34.2 Fabric

Lightweight poly/cotton ripstop fabric of 65% polyester and 35% poly cotton. Color shall be dark navy, non-fading. Finish shall be stain and soil resistant with HT teflon wear resistant finish or equal

34.3 Design

Design has two (2) cargo pockets on both front sides. Pant has fully gusseted crotch to allow full range of movement. Pant has a magazine/cell phone pocket. Pant has rear slash pockets. Pant has external knife pocket and rear web strap. Pant has clip loop. Pant has YKK zippers and pryms snaps or equal.

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35.0 Classified Fire Department Patches (Group No. 3):

35.1 All shirts are to be bid with shoulder patch(s) attached. Shirt prices should include the cost of the shirt, the patch(s) and the patch(s) application.

35.2 Description

The description is 4-1/2" by 3-1/2", six-color shield shape with an outer border of 1/8 yellow thread.

35.3 Design Details

35.3.1 Outer shield shall be royal blue with "HOUSTON" at the top in 5/16" block letters in yellow thread.

35.3.2 On the left side it shall say "FIRE - EMS" and on the right side it shall say "RESCUE" in 1/4" block letters in yellow thread.

35.3.3 The inner border shall be yellow. The upper left portion of the shield shall have a 1" by 1" royal blue square. Inside the square shall be a 1/2" white star.

35.3.4 In the upper right side of the inner shield there shall be a 1-1/2" by 1" rectangle divided into two equal parts with white at upper and red at lower.

35.3.5 Over the lower part of the upper portion, there shall be a representative of the Houston skyline in yellow.

35.3.6 In the lower portion of the inner shield shall be the Fire Department emblem in white with a border of yellow.

35.3.7 In the upper arch it shall say "1838" in 3/16" block letters in red thread.

35.3.8 In the right arch there shall be a 5/8" hook and ladder with black thread.

35.3.9 In the lower arch there shall be a diamond shape divided into four equal parts. The upper part shall be red, the right part shall be yellow, the lower part shall be white and the left part shall be light blue. The diamond itself shall be bordered in black and a single black thread shall divide the diamond diagonally from right top to left bottom.

35.3.10 In the left arch there shall be a blue asterisk with a white bar and a white snake coiled from top to bottom.

35.3.11 In the center there shall be a State of Texas in black.

35.3.12 The back of the emblem shall be entirely plastic coated for durability. Materials to be used shall be colorfast and bleach safe.

35.3.13 Any emblem bid must match in design, construction, style, and colors to the shoulder patch presently worn by members of the Houston Fire Department (Classified members) in order to ensure a uniform appearance.

36.0 Epaulettes (Group No. 3):

36.1 General

36.1.1 The shoulder epaulettes shall meet all applicable Federal, State of Texas and local safety standards and codes in effect on the date the purchase order is issued.

36.1.2 The following are the minimum acceptable specifications. The attached color copy of the various ranks denotes the configuration of the gold colored stars, gold colored bugles and the locations of the silver stripes for the firefighter and engineer.

36.2 Size

3 7/8" x 1 3/4"

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36.0 Epaulettes (Group No. 3) (Continued):

36.3 Patterns

- 36.3.1 Fire Chief four (4) stars, 3/4" gold color
- 36.3.2 Assistant Fire Chief three (3) stars, 3/4" gold color
- 36.3.3 Deputy Chief three (3) bugles, 1" (crossed) gold color
- 36.3.4 District Chief two (2) bugles, 1" (crossed) gold color
- 36.3.5 Senior Captain two (2) bugles, 1" (upright) gold color
- 36.3.6 Captain one (1) bugle, 1" (upright) gold color
- 36.3.7 All the above to have one (1) gold stripe on each border 3/16" wide, 1/4" from the edge.
- 36.3.8 Engineer: two (2) silver stripes 3/16" wide, 1/4" from the edges.
- 36.3.9 Fire Fighter: one (1) silver stripe 3/16" wide in center.

36.4 Fabric Color

Navy blue to match Eiseman-Ludmar or HFD approved equivalent. Samples may be viewed by appointment at the Quartermaster's Office, 1205 Dart Street, Houston, Texas 77007, between the hours of 8:00 a.m. and 4:00 p.m.

36.5 Embroidery Colors

All gold to match U. S. Navy gold color embroidery yarn, except the following: Engineer and Fire Fighter to be silver as per Eiseman-Ludmar or HFD approved equivalent silver embroidery yarn.

36.6 Materials

Fabric shall be 75% polyester, 25% wool gabardine. Embroidery yarn to be metalized polyester twisted over 110 denier nylon, 265 denier total thickness. Weight shall be 11 ½ - 12 oz.

36.7 Construction

- 36.7.1 To be bonded with non-woven fusible on rear of fabric.
- 36.7.2 Sewn closed in rectangle shaped tube to match the sizes listed above with a 1/4" border fabric beyond each side of the inner seam using poly core yarn of matching thread color.
- 36.7.3 Seam and border stitching to be done on a lockstitch machine.
- 36.7.4 Chain stitch not allowed. After turning sewn side in, the inside fabric is spread to lay flat on either side of the seam and pressed with a high pressure steam/vacuum press to obtain a smooth, flat finish.
- 36.7.5 All of the embroidery patterns to be in the center of the finished epaulette, facing the wide side.

36.8 Packaging

Packaging is to consist of two (2) pieces (one pair), heat sealed in a poly bag.

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DISTRICT
CHIEF



DEPUTY
CHIEF



ASST. FIRE
CHIEF



FIRE CHIEF

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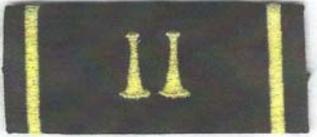
FIREFIGHTER



ENGINEER



CAPTAIN



SENIOR
CAPTAIN

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37.0 Breast Badge (Group No. 3):

37.1 Design

Style B-2188 and related styles manufactured by VH Blackinton & Co., Inc. or equal.

37.2 Size and Construction

Breast badge should be 3 1/8" at the highest point and 2 1/8" at the widest point. Panels are applied with hard silver solder. Top panel style B-742. Second panel is style B-743. Panel below seal is style B-742. Bottom panel is style B-745.

37.3 Seal

Center seal shall be applied per the department to the center of the badge in a 15/16" size with full color.

37.4 Lettering

All lettering will be engraved per the departments' request. Lettering style is to be block type on all panels. All engraved lettering is to be filled with black hard fired enamel and stoned flush to the level of the surrounding metals.

37.5 Material

All badges will be manufactured from gold plate or rhodium (silver) metals developed by V.H. Blackinton & Co., Inc., having a solid gold or silver color throughout and requiring no surface plating. Badge and panels to be made in a 12 gauge material.

37.6 Attachment

Badges are to be fitted with a Blackinton F-36 safety catch hard soldered to the back of the badge.

37.7 Finish

Badges will be polished to a brilliant luster and then coated with a clear lacquer to protect the finish.

37.8 General

Fabrication of the badges shall be by the drop hammer and hydraulic press stamp process, struck with the necessary blows to insure maximum detail. All badges are to be cut down, all burrs are to be removed and the badge is to be entirely suitable for the purpose intended.

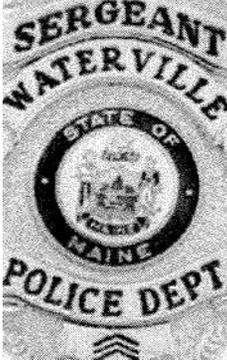
37.9 Warranty

All badges are guaranteed to be free from defects of material and workmanship for the lifetime of the badge. This warranty includes all pin and joint assemblies and tarnishing or peeling of enamel and clear coating.

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37.0 Breast Badge (Group No. 3) (Continued):

37.10 Sample picture for details:



B2188

38.0 Nameplate (Group No. 3):

V.H. Blackinton & Co., Inc. nameplate, style #J3. Nameplate dimensions shall be 2"W x 5/8". Shall be available in two (2) polished finishes, gold plate and nickel (silver) covering entire surface of nameplate. Name is to be first initial, last name with black lettering. Nameplate is to have clutch back attachment on back.

39.0 Collar Insignia (Group No. 3):

Blackinton collar insignia style number 5-W. Insignia with lettering as follows "A-R". Available in two finishes. Gold plate and nickel (silver) covering entire surface of insignia. Insignia is hand assembled with clutch back attachment.

40.0 Gloves (Group 3):

40.1 General

5.11 tactical applications glove, style #59340 or equal. Synthetic suede palm, breathable stretch nylon back panel, synthetic leather grip pads, neoprene and velcro wrist closure. Color shall be black in men's sizes small through XX large.

40.2 Features and Design

Reinforced finger joints and palm patches, lightweight and fast drying. Sweat wipe panel on thumb. Neoprene and Velcro wrist closure. Reinforced pull tab. Full finger wrist length duty glove. Heavy-duty stitching throughout. Double stitching at critical wear points.

40.3 Labels

Sewn-in style/care/content/origin/size label. Heavy duty header card with barcode sticker, style number, and UPC number.

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41.0 Men's 20" Pre-Tied Knot, Clip-On Tie (Group No. 4):

41.1 Description

The tie is a 3-1/2", ready-made, Bendover tie (metal clip) necktie. 75% polyester/25% wool with pre-tied knot ("Broome" knot is acceptable), French cuff ends. Pre-tied on large metal bend-over clip, knot lock tacked in place. Necktie shall have loop label with label sewn on separate ends. Three (3) button holes in tie to match button location on shirts. Mfr. Ref.: Broome or equal.

41.2 Finished length on ties shall be 20" long, with the width at the widest point being 3-1/2".

41.3 Weight of fabric shall be 4 to 5 ounces per square yard.

41.4 Color shall be navy #61.

41.5 Shipping

Each tie shall be shipped with individual cardboard insert to retain shape and shall be packaged one (1) dozen per box with universal bar coding.

42.0 Raingear for Classified (Group No. 5):

42.1 Motorcycle rain jacket. Mfr. Ref. Outdoor Outfits, Style 9150JK or equal. Color shall be yellow or orange.

42.2 Requirements for the coated fabric:

42.2.1 Cloth Type: Nylon, plain weave, type 66, treated with fluorocarbon water & stain release agents.

42.2.2 Denier: Warp 200, fill 200.

42.2.3 Warp ends per inch: 62 (+ or -2), Filling ends per inch: 50 (+ or -2)

42.2.4 Weight Uncoated: 2.5 - 3.0 oz. per square yd. Coating weight: 2.0 oz (+ or -0.25 oz.)

42.2.5 Coating Type: Polyurethane (pigmented to match fabric color) shall resist oil, discoloration and be free of odor.

42.3 Minimum/Maximum Federal Test Method:

42.3.1 Overall Weight: MIN. 4.5; MAX 5.0; TEST5041 (oz/sq. yard)

42.3.2 Breaking Strength (lb.) Warp: 200 TEST5100

42.3.3 Warp and Filling: Filling 150

42.3.4 Tearing Strength (lb.) Warp: 7.5 (+ or - 5) TEST 5134

42.3.5 Warp and Filling: 5.5 (+ or -5)

42.3.6 Abrasion Resistance 1000 cycles TEST 5306 (H-18 500 Grams)

42.3.7 Hydrostatic Resistance 100psi TEST 5512 (Original)

42.3.8 Hydrostatic Resistance 65psi TEST 5512

42.3.9 (After three (3) washes) 2-inch adhesion (lb.) 22 TEST 5970

42.4 Requirements for the Permanent Body (taffeta) Lining:

42.4.1 Cloth Type: 100% nylon taffeta, bright, semi-bright or semi-dull, plain weave.

42.4.2 Denier: Warp: 70. Fill: 70

42.4.3 Fibers: Nylon #66 continuous filament yarns with 34 filaments

42.4.4 Melting Point: 450 degrees fahrenheit

42.4.5 Weight: 1.8 oz. per square yard

42.4.6 Warp: 104 (+ or - 2), Fill: 86 (+ or - 2)

42.4.7 Tearing Strength (lbs.) - Warp: minimum of 3.5. Fill: minimum of 2.1

42.4.8 Breaking Strength (lbs.) - Warp: minimum of 125. Fill: minimum of 85

42.4.9 Maximum Shrinkage - Warp: less than 2%, Fill: less than 2%

42.4.10 Color fastness and crocking: Good

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42.0 Raingear for Classified (Group No. 5) (Continued):

42.5 Requirement for the Interlining:

42.5.1 Cloth Type: 100% cotton Osnaburg (a type of filler that is sandwiched between two (2) pieces of shell material to give the material its stiffness, i.e., collar) and 100% polyester non-woven. Both are durable and acceptable.

42.5.2 Color shall be charcoal or natural.

42.5.3 Weight: 3.45 yards per pound. Count: warp: 30. Fill: 24.

42.5.4 Break Strength – Warp: 60 lb. Fill: 35 lb. Maximum shrinkage – warp and fill: 3-4%

42.6 The reflective tape shall be Scotchlite #8930, 1" wide.

42.7 The nylon mesh shall be a military specification cloth conforming to the requirements of MIL-C3395 and its amendments.

42.8 Requirements for Thread:

42.8.1 Single needle sewing shall use polyester core, polyester, cotton or rayon wrapped; size #50 of MIL-C- 3333.

42.8.2 Double needle sewing shall use 100% spun polyester thread, size #70 in the needles, size #100 in the loopers.

42.9 Hook & Loop Tape:

The hook and loop tape shall meet specifications MIL-F-21840 and shall measure 5/8 inch wide for pockets, front closure, flaps and sleeve tab hem closure.

42.10 The eyelets shall be brass, size #100 or #00.

42.11 Zipper shall be a size #5, 27" zipper, two-way, made of molded delrin plastic.

42.12 Seams:

42.12.1 Sleeve, hood seams, sleeve setting seams and body joining seams shall be 3/16" gauge, double needle chain stitch, lap seam felled construction.

42.12.2 All other seams to be single or double needle "I lock" stitch construction.

42.12.3 Lining seams shall be five (5) thread safety stitch construction.

42.12.4 Back tacks on seams shall be a minimum of 1/2" long.

42.12.5 All seams shall be an 8-stitches/per inch minimum to 12-stitches/per inch maximum.

42.12.6 Seams shall be free from puckering, pleats, runoffs and raw edges.

42.13 Seam Waterproofing:

42.13.1 Seams shall be taped.

42.13.2 Seam tape shall be transparent, compatible with the coating compound and assume all the characteristics of the coating compound after application.

42.13.3 The tape shall be applied by hot air method.

42.13.4 The tape shall not be affected by weather, temperature or storage.

42.13.5 The seams caught in the neck and hem shall be taped and then hemmed so that the complete seam is waterproofed and no tape ends may be pulled back.

42.13.6 The taped seams shall be tested for waterproofing in accordance with Federal test standard #191, method #5514.

42.13.7 There shall be no appearance of water in the test area when the hydrostatic head is raised to 50 centimeters for a period of six minutes.

42.13.8 The following seams shall be waterproofed: neck seam, armhole-shoulder seams, top sleeve seam, under arm sleeve seam, side seams, hood seam, pocket and flap seams, front flap seams, and behind the sleeve Scotchlite applications.

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42.0 Raingear for Classified (Group No. 5) (Continued):

42.14 Style and Construction:

- 42.14.1 The rain jacket shall be fingertip length, waterproof by design, fully cut and well balanced with raglan shoulder, zippered hook and loop closure front, double outside storm flaps, hidden roll-up drawstring radial design hood in the collar, two piece sleeves, patch pockets and mesh yoke back for ventilation.
- 42.14.2 The sleeves shall have a tab with hook and loop closure for adjusting the wrist openings.
- 42.14.3 The pockets shall have side hand access.
- 42.14.4 The pocket flap shall close with hook and loop tape.
- 42.14.5 Fronts shall be interlined and completely finished with no raw edges.
- 42.14.6 The collar which contains the hood shall be closed via hook and loop tape.
- 42.14.7 The jacket shall be fully lined with nylon taffeta.
- 42.14.8 There shall be a permanent Scotchlite package sewn down the outside of the sleeves, around the cuffs and across the back yoke.

42.15 Pockets:

- 42.15.1 The outside pockets shall be two-way opening style with flap.
- 42.15.2 The hook and loop closure shall measure 5/8" wide by 8" long and shall be sewn near the bottom edge of the flap and just below the turn back material of the outside pocket.
- 42.15.3 The flap shall measure approximately 8 x 3 inches.
- 42.15.4 The outside pocket shall measure 8 x 8 inches.
- 42.15.5 The outside pocket hem shall measure 3/4 inch and shall turn back so as to prevent water from entering the outside pocket when closed.
- 42.15.6 The outside pockets shall be edge stitched 1/16 inch gauge, the flap 1/4 inch gauge.
- 42.15.7 The outside pocket shall be set to the front 1 3/4 inches from the bottom of the hem.
- 42.15.8 The inside pocket shall be 6 5/8 inches wide, 7 5/8 inches long and 10 1/2 inches from the bottom of jacket, 1.5 inches from the inside seam of jacket liner and shall be made from the same material as the outside jacket.
- 42.15.9 The side access opening shall measure 6 inches.
- 42.15.10 The top of the outside pocket flap shall be bar-tacked along the topstitch seam on both ends.
- 42.15.11 The top of the outside pocket shall also be bar-tacked on both ends and the side access opening shall be bar-tacked 1 inch up from the bottom of the outside pocket.

42.16 Collar and Hood:

- 42.16.1 The collar shall be made of three plies of the basic fabric.
- 42.16.2 The collar points shall be well shaped and symmetrical.
- 42.16.3 The collar shall measure 4 inches wide by 20 inches long on medium size jacket.
- 42.16.4 The collar opening for the roll-up hood shall measure approximately 1218 inches according to jacket size.
- 42.16.5 The inside opening at the back of the collar shall have a 5/8-inch wide by 3 inches long piece of hook tape centered and sewn on all four (4) sides.
- 42.16.6 The collar shall be edge stitched around the perimeter 1/8 inch gauge.
- 42.16.7 The radial styled hood shall be composed of two (2) pieces, front and back shell and shall be sewn permanently into the collar seam and waterproofed.
- 42.16.8 The hood-joining seam shall be waterproofed.
- 42.16.9 There shall be a 5/8 inch by 3 inches long piece of loop tape one inch from the bottom of the hood seam and sewn on all four sides.
- 42.16.10 The hood shall be hemmed with a 1/2 inch finished seam (no raw edges).
- 42.16.11 A draw cord 40 inches in length minimum shall be inserted in the hem through metal eyelets and each end of the draw cord knotted and capped.

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42.0 Raingear for Classified (Group No. 5) (Continued):

42.17 Fronts:

- 42.17.1 The fronts yoke shall have an opening approximately 5" long.
- 42.17.2 This opening shall start 2" from the outside seam of the storm flap.
- 42.17.3 The fronts shall have the zipper sandwiched between the front, storm flaps and facings.
- 42.17.4 The fronts shall then be edged stitched 1/8 inch gauge.
- 42.17.5 The fronts, facings and storm flap shall be topstitched 1/8" gauge to immobilize the zipper, storm flap, facings and fronts.
- 42.17.6 1" black hook and loop tape shall be sewn to the full length of the outside storm flap.

42.18 Back Yoke:

- 42.18.1 The back yoke shall be clean-finished hemmed 3/4 inch gauge.
- 42.18.2 The yoke shall have a strip of hook-and-loop 1.25" wide x 5" long sewn in the center of the jacket at the bottom of the yoke and waterproofed.
- 42.18.3 The back yoke shall measure 13 inches (on a size medium jacket) from neck seam to bottom of hem.
- 42.18.4 The mesh back shall be one piece and shall be bound at the sides and caught in the neck seam and joined at the top collar.
- 42.18.5 The mesh shall be turned and stitched down with two needles at the bottom where it is attached to the back.
- 42.18.6 There shall be a stripe of Scotchlite sewn down across the back yoke continuous to the front storm flap on both sides.

42.19 Sleeves:

- 42.19.1 The sleeves shall be raglan type design.
- 42.19.2 The finished sleeve hem shall measure 3/4 inch wide.
- 42.19.3 There shall be no raw edges and the taffeta lining shall be caught in the hem seam.
- 42.19.4 The bottom of each sleeve shall have a sleeve tab with hook and loop closure for wrist adjustment.
- 42.19.5 The sleeve tab shall be set 1 inch up from the hem and shall measure 2-1/2 inches long by 2 inches wide tapering to 1-1/2 inches wide.
- 42.19.6 The tab shall close via 1 by 2 inch hook on the underside of the tab and 5/8 inch by 6-inch loop tape.
- 42.19.7 There shall be two (2) stripes of Scotchlite striping on each sleeve.
- 42.19.8 One (1) stripe shall be sewn from the neck seam across the shoulder and down the outside sleeve to the bottom of the hem, and another shall be sewn around the sleeve bottom (about 3-1/2 inches up from the hem).
- 42.19.9 The Scotchlite stripes shall be waterproofed taped behind.

42.20 Lining:

- 42.20.1 The taffeta lining shall be a full body lining raglan type design with a one-piece sleeve, two (2) fronts and one (1) back.
- 42.20.2 The lining will be set to the top collar and facing seams.
- 42.20.3 The bottom of the lining shall be caught in the shell hem seams.

42.21 Stitching and Thread, Taffeta Lining:

- 42.21.1 All stitching shall be even and uniform as per the standard sample.
- 42.21.2 Body joining seams will be five (5) thread safety stitched.
- 42.21.3 Thread shall be size #70 polyester for the over-edge stitch, and #50 rayon cotton or polyester wrapped polyester core, vat dyed for the safety stitch.

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42.0 Raingear for Classified (Group No. 5) (Continued):

42.22 Badge Tab:

There shall be a badge tab applied to the left breast consisting of two (2) plies of shell fabric measuring 7/8 inches wide by 2-1/2 inches high with two eyelets spaced 1-1/4 inches C to C.

42.23 Hanger Loop:

A two-inch braided hangar loop shall be sewn into the inside neck seam, centered.

42.24 Sizes:

The size range shall be size extra small to 4XL. Lengths shall be short, medium, long and extra long.

42.25 Table of Measurements (Approximate):

TABLE OF MEASUREMENTS – APPROX. IN INCHES

SIZE	XS	S	M	L	XL	XXL	XXXL	XXXXL
CHEST	32-34	36-38	40-42	44-46	48-50	52-54	56-58	60-62

(measured at armhole and side seam + or - 3/4 inch)

SWEEP	48	52	56	60	64	68	72	76
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BACK LENGTH SIZE MEDIUM SHORTS = 30, REG=31, LONG=32, X-LONG=33

measured from neck seam to bottom of yoke hem (= or - 1/2 inch)

HEM WIDTH BOTTOM 3/4 INCH (= OR - 1/4 INCH)

HEM WIDTH SLEEVE 3/4 INCH (= OR - 1/4 INCH)

SLEEVE

SLEEVE INSEAM SIZE MEDIUM SHORT = 19, REG = 20, LONG = 21, X-LONG = 22
 (= OR - 1/2 INCH)

STORM FLAP: The exterior flap is approximately 2-1/8 ", and the interior flap is 2" wide.

HOOD LENGTH SIZE MEDIUM 23" (measured from neck seam to top of hood hem "=" or "-" 1/2)

(measured from neck seam to top of hood hem "=" of "-" 1/2 inch)

42.26 Standard Sample:

In all details not specifically described herein, tailoring, styling, construction, materials, and the components shall conform to the standard sample.

42.27 Requirements for the Coated Fabric:

42.27.1 Cloth Type: Nylon, plain weave, type 66, treated with fluorocarbon water & stain release agents. Color shall be yellow or orange. Mfg. Ref. Outdoor Outfits, Style 9150PT or equal.

42.27.2 Denier: warp 200, fill 200

42.27.3 Warp ends per inch 62 (+ or -2)

42.27.4 Filling ends per inch 50 (+ or -2)

42.27.5 Weight Uncoated: 2.5 – 3.0 oz per square yd

42.27.6 Coating Weight: 2.0 oz (+ or - 0.25 oz)

42.27.7 Coating Type: Polyurethane (pigmented to match fabric color) shall resist oil, discoloration and be free of odor.

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42.0 Raingear for Classified (Group No. 5) (Continued):

42.28 Minimum Maximum Federal Test Method:

- 42.28.1 Overall weight 4.5 5.0 5041 (oz/sq yd)
- 42.28.2 Breaking strength (lbs) warp: 200 5100
- 42.28.3 Warp and filling filling: 150
- 42.28.4 Tearing strength (lbs) warp: 7.0 (+ or - .5) 5134
- 42.28.5 Warp and filling filling: 5.0 (+ or - .5)
- 42.28.6 Abrasion resistance 1000 cycles 5306 (H-18500 grams)
- 42.28.7 Hydrostatic resistance 100 psi 5512 (original)
- 42.28.8 Hydrostatic resistance 65 psi 5512 (after 3 washes)
- 42.28.9 2-inch adhesion (lbs) 22 5970

42.29 Requirements for Thread:

Single needle sewing shall use polyester core, polyester wrapped size #50. Double needle sewing shall use 100% spun polyester thread, size #70 in the needles, size #100 in the loopers.

42.30 Requirements for Elastic Webbing:

Shall be 100% polyester; heavy-duty web, 1-1/2 inch width.

42.31 Buckle Closure:

Buckle fasteners for connecting the elastic to the bib pants shall be made of non-conductive nylon, heavy-duty, locking clasp type 1-1/2 inch wide.

42.32 Reflective tape shall be Scotchlite #8930, 1 inch wide.

42.33 Snaps shall be non-rusting, 24 ligne, nickel or brass with gun metal finish, heavy-duty closure, nickel or black nylon cap.

42.34 Seams:

- 42.34.1 Pants inseams and crotch seams shall be 3/16 inch gauge, double needle chain stitch, lap seam felled construction.
- 42.34.2 All other seams to be single needle construction.
- 42.34.3 Seams shall be free from puckering, pleats, runoffs and raw edges.

42.35 Seam Waterproofing:

- 42.35.1 Seam tape shall be transparent, compatible with the coating compound and assume all the characteristics of the coating compound after application.
- 42.35.2 The tape shall be applied by hot air method.
- 42.35.3 The tape shall not be affected by weather, temperature or storage.
- 42.35.4 The taped seams shall be tested for waterproofing in accordance with Federal Test Std. #191, method #5514.
- 42.35.5 There shall be no appearance of water in the test area when the hydrostatic head is raised to 50 centimeters for a period of six minutes.

42.36 Style and Construction:

- 42.36.1 The waist-high rain pants shall be a waterproofed, fully cut, and well balanced.
- 42.36.2 There shall be an elasticized back and 1-1/2 inch elasticized suspenders with derlin hardware closure for adjustment.
- 42.36.3 There shall be right and left side vent openings for easy access to pockets or weapon.

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42.0 Raingear for Classified (Group No. 5) (Continued):

42.42 Rain Jacket Lettering:

- 42.42.1 Silk screen shall be placed on back of yellow or orange rain jacket with the width approximately 12" across.
- 42.42.2 Black lettering shall be screened on the back of jacket in solid block style UPPER CASE lettering. The words "HOUSTON" shall be silk screened circular or arched downward on top flap of jacket in 2-1/4" lettering.
- 42.42.3 The word "FIRE" shall be placed below "HOUSTON" straight across in 2-1/4" black solid block lettering.
- 42.42.4 SAMPLE: Awarded supplier shall supply a sample of the rain jacket with lettering screened on back for inspection and approval by the Fire Department's Quartermaster, or designated representative.

43.0 Dress Uniform Coat (Group No. 6):

43.1 Coat shall be 75% polyester/25% wool. Canterbury model "Officer" FD150 or equal. All dress uniform coats, dress uniform slacks and dress uniform skirts shall be cut from the same dye lot. It is essential that the color of all uniforms match all pieces.

- 43.1.1 Fitting: All garments shall be made to each individual measurement. Awarded supplier shall furnish a competent tailor to make initial measurements with a set of sizing samples of the FD150 coats. The delivery will involve a final fitting to insure correct fit.
- 43.1.2 Material shall be Police and Fire wool serge, dark navy blue, generic grade 30. Must match current "Class A" uniforms.
- 43.1.3 Style: This is a fully constructed double breasted Fire Department dress coat. The coat shall be straight front, ten (10) buttons, two (2) piece back with center seam and two (2) inside breast pockets and cut form fitting around the waist.

43.2 Collar:

- 43.2.1 Collar is to be open at front and measure 2" at center of back.
- 43.2.2 Collar shall have a notch at joining with lapel to be approx. 1 7/8" wide at point of collar and about 2 3/8" wide at peak of lapel causing peak of lapel to extend about 1/2" beyond collar.
- 43.2.3 The point of collar and lapels shall be slightly rounded and the space forming the division between collar and lapel at the notch shall not be more the 1/8" (exclusive of points).
- 43.2.4 The peaked lapels shall be approximately 4 1/2" wide and shall extend about 5 1/2" below breast line.
- 43.2.5 Collar to be fused and under collar cloth is to match the coat material.

43.3 Sleeves:

- 43.3.1 Ends of sleeves shall be fused for braid.
- 43.3.2 Sleeve lining to be turned and felled for ease of adjustment.
- 43.3.3 Sleeve length to extend to upper joint of thumb.

43.4 Cuffs are closed with two HFD buttons on sleeve.

43.5 Braid:

- 43.5.1 Fire fighter shall have one (1) ¼" wide synthetic silver lace braid sewn with stripe 3" from bottom of sleeve.
- 43.5.2 Engineer Operator shall have two (2) ¼" wide synthetic silver lace braids sewn ¼" apart with first stripe sewn 3" from bottom of sleeve.
- 43.5.3 Captain shall have one (1) ½" wide synthetic gold lace brads sewn 3" from bottom of sleeve.

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43.0 Dress Uniform Coat (Group No. 6) (Continued):

43.5 Braid (continued):

43.5.4 District Chief shall have two (2) ½" wide synthetic gold lace braids sewn ¼" apart with first stripe sewn 3" from bottom of sleeve.

43.5.5 Assistant Chief shall have three (3) ½" wide synthetic gold lace braids sewn ¼" apart with first stripe sewn 3" from bottom of sleeve.

43.5.6 Chief shall have four (4) ½" wide synthetic gold lace brads sewn ¼" apart with first stripe sewn 3" from bottom of sleeve.

43.6 Lining:

Coats shall be fully lined with quality #120 black rayon. Sleeves shall be lined with the same material as body of coat.

43.7 Seams:

43.7.1 All seams to be plain with ¼" single stitched edge. Edges shall be turned.

43.7.2 Coat fronts shall be fused from shoulder and chest to bottom of coat.

43.7.3 There shall be a chest piece of padded canvas covering top of shoulder

43.7.4 Facings shall be made from the same material as the garment. One (1) piece, not less than 4-1/4" wide at bottom.

43.7.5 The edges of garment shall be sewn with good quality nylon thread, which shall be used throughout the garment.

43.8 The buttonholes are to be cut first, machine made and not less than 3/4" from edge.

43.9 The pressing of the garment shall be as follows:

43.9.1 Backs will be sponge pressed on back of sponging machine.

43.9.2 Collars will be broken at neckline with a collar machine.

43.9.3 Fronts will be pressed on left and right front press, shaping garment to conform to the figure.

43.9.4 A cleaning machine that fits the upper shoulder area will be used to remove any creases that occur.

43.9.5 The sleeves will be pressed and blocked with a pad shaped to fit in sleeve to insure proper shape of sleeves.

43.9.6 All pressing shall be done with at least 75 lbs. of steam pressure.

43.10 Buttons:

Houston Fire Department buttons shall be used on all coats.

43.11 Badge Clip:

Badge shall be held by clip sewn on left breast 4 1/2" to left of top button and 1" higher than top button.

43.12 Quality:

Each coat shall be cleaned and pressed in a workmanlike manner and free of all loose threads.

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43.0 Dress Uniform Coat (Group No. 6) (Continued):

43.13 Patch:

- 43.13.1 A "Houston Fire Dept" patch is to be sewn on both sleeves of the coat approximately 1" below shoulder seam.
- 43.13.2 4 ½" x 3 ½", six (6) color shield shape with an outer border of 1/8" of yellow thread.
- 43.13.3 Outer shield shall be black with "HOUSTON" at top in 5/16" block letters in yellow thread. On left side it shall say "FIRE -EMS", and on right side it shall say "RESCUE" in 1/4" block letters in yellow thread.
- 43.13.4 The inner border shall be yellow.
- 43.13.5 The upper left portion of the shield shall have a 1" by 1" royal blue square.
- 43.13.6 Inside the square shall be a 1/2" white star.
- 43.13.7 In the upper right side of the inner shield there shall be a 1-1/2" by 1" rectangle divided into two (2) equal parts with white at upper and red at lower.
- 43.13.8 Over the lower part of the upper portion, there shall be a representative of the Houston skyline in yellow.
- 43.13.9 In the lower portion of the inner shield shall be the fire department emblem in white with a border of yellow.
- 43.13.10 In the upper arch it shall say "1838" in 3/16" block letters in red thread.
- 43.13.11 In the right arch there shall be a 5/8" hook and ladder with black thread.
- 43.13.12 In the lower arch there shall be a diamond shape divided into four equal parts.
- 43.13.13 The upper part shall be red, the right part shall be yellow, the lower part shall be white and the left part shall be light blue.
- 43.13.14 The diamond itself shall be bordered in black and a single black thread shall divide the diamond diagonally from right top to left bottom.
- 43.13.15 In the left arch there shall be a blue asterisk with a white bar and a white snake coiled from top to bottom.
- 43.13.16 In the center there shall be a State of Texas in black.
- 43.13.17 The back of the emblem shall be entirely plastic coated for durability.
- 43.13.18 Materials to be used shall be colorfast and bleach safe.
- 43.13.19 Any emblem bid must match in design, construction, style and colors to the shoulder patch presently worn on the dress coats by members of the Houston Fire Department (Classified members) in order to ensure a uniform appearance.

43.14 Labels:

Each garment shall have a linen label with individuals name, measurement and date of manufacture and other pertinent data.

44.0 Dress Uniform Trouser (Group No. 6):

44.1 Style:

Dress trouser shall be cut from men's military dress pattern. Mfr. Ref.: Canterbury FD150 or equal. Each trouser will have a one-inch outlet running the full length of inseam. All dress uniform coats, dress uniform slacks and dress uniform skirts shall be cut from the same dye lot. It is essential that the color of all uniforms match all pieces.

44.2 Fabric shall be Police and Fire wool serge.

44.3 Waistband:

- 44.3.1 Outside waistband shall be 2" (self-material) to be sewn to the waistband curtain.
- 44.3.2 The inside waistband curtain is constructed from 65% polyester, 35% cotton twill with snug-tex and 1" band-roll material.

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44.0 Dress Uniform Trouser (Group No. 6) (Continued):

44.4 Pockets:

44.4.1 Two (2) hip pockets shall button 6" at the opening and 6" deep.

44.4.2 Hip pockets are to be made on a Reece model #46 lockstitch machine. (Safety-serge will not be acceptable)

44.4.3 All pocketing will be 2.59 heavy drill black.

44.4.4 All pockets will be firmly bar-tacked at each end of the pocket opening.

44.5 Fly:

44.5.1 French fly will be a separate piece finishing 2" x 2" including a buttonhole.

44.5.2 A talon zipper with memory lock shall be used.

44.6 Stitching:

44.6.1 All stitching will be not less than 12 stitches per inch.

44.6.2 All seat seams to be double-chain stitched with tandem needle machine.

44.6.3 Side seam and inseam may be single or double needle chain stitch to insure seams will not separate.

44.7 Quality:

Each trouser shall be cleaned and pressed in a workmanlike manner and free of all loose threads.

44.8 Lables:

Each garment shall have a linen label with individuals name, measurement and date of manufacture and other pertinent data.

45.0 Dress Uniform Skirt (Group No. 6):

45.1 Dress uniform skirt shall be 75% polyester/25% wool. Mfr. Ref.: Canterbury FD150 or equal. All dress uniform coats, dress uniform slacks and dress uniform skirts shall be cut from the same dye lot. It is essential that the color of all uniforms match all pieces.

45.2 Fitting:

45.2.1 All garments shall be made to individual measurements.

45.2.2 Supplier shall furnish a competent tailor to make initial measurements and also at delivery to insure correct fitting.

45.2.3 Any and all alterations shall be made at the expense of the contractor.

45.3 Style:

45.3.1 Woman's military style dress skirt, cut from up to date women's military skirt patterns.

45.3.2 Modified "A" style skirt to have one inch outlet running the full length of inseam.

45.3.3 Center back shall be vented and fully lined.

45.4 Fabric color shall be dark navy blue.

45.5 Lining shall be black satin.

45.6 Waistband is to be 1" (self-material).

45.7 Two (2) side pockets 6" at opening and 6" deep are optional.

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45.0 Dress Uniform Skirt (Group No. 6) (Continued):

45.8 All stitching is to be not less than 12 stitches per inch.

45.9 Each skirt is to be clean and pressed in a workmanlike manner and shall be free of all loose threads

45.10 Label and Identification:

45.10.1 Each garment shall have a linen label with individuals name, measurement and date of manufacture and other pertinent data.

45.10.2 Label to be sewn on all four (4) sides into waistband.

46.0 Winter Jacket (Group No. 7):

46.1 General Design

Waist length jacket with double front plackets over a two-way zipper. Telescopic collar with hidden hood, lower box-pleated patch pockets with scalloped pocket flaps and with side muff openings. Bi-swing back, athletic-cut design sleeves and permanent epaulets. Permanent badge holder and zippered side vents. Adjustable sleeve cuffs. Removable thermal liner with knit wristlets. Reference product is Gerber's 70B1ZED jacket. Color in midnight navy.

46.2 Fabric/Materials

46.2.1 Outer shell shall be HydroPOR-1 228T nylon taslan WR with breathable PU coating; 70Dx160D/157x71; Weight: 153 gsm, Breathability: 1700g/mxm/24H; Water proofness: 5000mm.

46.2.2 Lining shall be 100% polyester. Color shall be black. Weight 70g/mxm.

46.2.3 Removable thermal liner shall be 100% polyester in 150gsm. Color shall be black. Six (6) inch diamond stitching pattern. Black fleece pocketing.

46.3 Knitting

100% stretch knit, continuous filament yarn 400 denier, with a minimum of 16 wales and 32 courses. Rating to light, perspiration and wet/dry cleaning to be a minimum of four (4). Wristlet to be 8x3 flare, black. Interling shall be white cotton.

46.4 Fasteners:

All fasteners shall be as follows or equivalent:

46.4.1 Zippers

The front zipper shall be a #8 size, delrin with two sliders. The liner zipper shall be a #5 size, aluminum, one slider. The side zipper shall be #6, size, coil with one slider. The hood zipper shall be #2 size, coil with one slider.

46.4.2 The snaps shall be universal snaps that have been oxidized to prevent rusting.

46.4.3 All thread shall be polyester thread with a wrap with 36 strength in a 50 size or better.

46.4.4 Composite seam sealing tape that is compatible to the composite fabric, 7/8" wide.

46.4.5 Elastic

Natural color, 2" waistband, 1" cuff, natural color, 1-1/2" back gussets.

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46.0 Winter Jacket (Group No. 7) (Continued):

46.4 Fasteners (continued):

46.4.6 Binding shall be black, 1-3/4" wide, nylon bias.

46.4.7 Eyelets shall be black. Size is small.

46.5 Front

There shall be a two-way delrin zipper under double storm plackets. Over the front zipper there shall be two (2) front storm plackets to form a waterproof cover. There shall be five (5) hidden oxidized snaps evenly spaced on the front plackets. The top placket is to measure 3" wide, and shall be interlined. The under placket is to measure 2-1/4" wide and shall be interlined. The bottom of the plackets shall be aligned evenly with the waistband.

46.6 Badge Holder

There shall be a badge holder set on the upper left chest centered with two metal eyelets spaced 1" apart, center to center. The badge holder shall be made of the self material and shall measure 1" wide by 2-1/4".

46.7 Pockets

There shall be two (2) double compartment box pleated pockets placed 2" above the waistband. Pockets are to measure 7" wide by 7-3/4" long, pleat to measure approximately 1-1/2". The side opening of the pockets shall be formed under each pocket with the opening to the sleeve side will measure 6". The back lining of these pockets shall be a soft fleece fabric. Pockets are to close with scalloped flaps with small snaps at each flap and pocket corner for closure. The pocket flaps shall measure 7-1/4" wide by 3" long, the flaps shall be interlined. There shall be a buttonhole set at the center of the pocket flap with a punch hole size opening for a 24 ligne metal button.

46.8 Collar

The collar shall measure 4-1/4" at the ends and 4-1/2" at the center. The collar shall be cut straight and with no stand so that it is seam sealed at the neck seam. The collar assembly shall be sewn together without zigzag stitching. The collar shall be interlined. There shall be a knit collar set on the top collar and a self-material jacket hanger centered in the center of the knit collar. The under collar shall have a zippered opening for a hood. The zipper shall be an 8" long, size #2, coil zipper covered with a 1-1/2" wide by 9" long welt.

46.9 Hood

The hood shall be a three (3) piece design that shall drop in between the shell and lining at the collar. The hood shell shall be attached to the bottom shell fabric and the hood lining shall be attached to the top of the hood fabric at the zipper opening on the under collar. There shall be a bungee cord around the perimeter of the hood, with cord locks for hood adjustment, and inserted into the front of the hood into two (2) metal eyelets.

46.10 Back

The back shall be a bi-swing design with separately cut bi-swing gussets for freedom of movement. The gussets shall be held in place with 1-1/2" elastic. There shall be a separately cut waistband that measures 2-1/2" and will be Shirred with 2" elastic. The back waistband shall be Shirred from side to side. The front waistbands will be plain and interlined.

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46.0 Winter Jacket (Group No. 7) (Continued):

46.11 Sleeves

The sleeves shall be a two (2) piece athletic cut style for freedom of movement. There shall be one-piece design cuffs made of outer fabric that are adjustable and measure 1-5/8" wide. Half of the cuffs shall be heavy-duty elastic stretched and sewn with a double needle. The other half of the cuffs shall be plain and interlined. There shall be cuff tabs that measure 3" long, 1-1/4" at the widest and tapers to 3/4" at the end. The cuff tab shall have a snap (female portion) which shall attach to either of the three snaps (male portion) set on the cuff for adjustments. The first snap shall be set where the cuff tab falls on the cuff and the other two snaps shall be set 1" apart.

46.12 Epaulets

The epaulets shall be sewn into the top sleeve seam in the shoulder area and shall have a buttonhole with a punch-hole size opening for a 24 ligne metal button. The button shall be held in place with a silver metal ring. The epaulets shall measure 2-1/2" wide at the shoulder points and gradually taper to a width approximately 2" wide near the collar where it shall come to a point. The epaulets shall be set with a cross-stitching at the shoulder end and shall be tacked at the pointed end.

46.13 Side Vents

There shall be black nylon coil zippers sewn into each side seam to allow access to the weapon and equipment. The side vent zippers shall be ten (10") inches in length to allow for exposure of the entire weapon. On each side vent there shall be a snap tab measuring 3" long by 1" in width, with a snap (female portion) set 1/2" from the tab point end. There shall be two (2) snaps (male portion) set on the front waistband facing and one (1) in the back portion of the waistband so that the tab can be secured back for storage or snapped for use. The male snaps shall face into the body.

46.14 Waistband

There shall be a separately cut waistband that shall measure approximately two and half (2-1/2") inches wide and elasticized in the back with a two (2") inch heavy-duty elastic. The back portion of the band shall be Shirred. The front band pieces shall be plain and interlined.

46.15 Lining

The jacket is to be fully lined with taffeta lining. All lining stitching shall be done with a five (5) thread safety stitch with a seam serge machine. There shall be two (2) patch pockets made out of the lining fabric that shall measure 5-1/2" wide by 5-3/4" long. The lining sleeves shall be a three (3) piece design to allow emblems and embroidery applied without affecting the water proofness and contamination.

46.16 Facings

Outer shell fabric facings shall be set on the black lining with a concealed zipper track to accommodate a zip-out insulated liner. Facings shall measure approximately 3" at the bottom increasing to 4-1/2" at the gorge and will continue until it ends at the shoulder seam. The back facing shall run from shoulder seam to shoulder seam, which measures 1-1/2".

46.17 Removable Liner

The removable thermal liner shall be constructed of 100% black nylon taffeta and the inner side shall be 100% nylon tricot, both color black. The thermal batting is to be 7.5-ounce polyester fiber. The stitch pattern is to be a 6" diamond. The liner will be attached to the jacket with #5 aluminum zippers, 48" long, set on the front facings. There shall be knit wristlets and large metal snaps at the cuff area for attachment. There will be 5-3/4" vents at the bottom of the side seams. The quilt parts will be bound with 1-3/4" black nylon bias binding. There shall be a slash opening on the left side that shall be bound.

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46.0 Winter Jacket (Group No. 7) (Continued):

46.18 Reflective Striping

Each jacket shall have 1 ½" silver reflective striping on both right and left chest areas above the front pockets, on the front waistband from side zippers to front zipper and on the back from side seam to side seam just below the armhole.

46.19 Reflective Imprints

Each jacket shall have "Houston Fire Dept." in reflective letters on the back just above the reflective stripe. "Houston" shall be arched and "Fire Dept." shall be straight. Imprint shall be the same style letters as is on current jackets.

46.20 Emblems

Each jacket shall have a Houston Fire Department shoulder emblem sewn on the left shoulder. The cost of the emblem shall be included in the cost of each jacket and supplied by the successful bidder.

46.21 Metal Buttons

Each jacket shall have metal FD buttons on the epaulets and pocket flaps. Buttons will be either silver or gold as specified on the order.

46.22 Seam Sealing

All external seams and sewing are to be seam sealed with 7/8" seam sealing tape that is set with a hot air seam sealing machine. Seams are to be randomly tested with a Suttor tester at 3 psi for three (3) minutes. A log shall be maintained to record the testing results.

46.23 Labels

Each garment shall have a manufacturer label, permanent size labels, care instruction label and an ID label. Each liner shall have a manufacturer label, a care instruction label, permanent size labels.

46.24 Hangtags

Each garment shall have a manufacturer hangtag. On the back side of the hangtag there shall be a sticker label with the style name, the ID# and the size of the garment.

46.25 Silence of Specification

The apparent silence of this specification as to any details or the omission from it of a detail description concerning any point shall be interpreted as meaning that only the best commercial practices are to prevail and only materials and workmanship of first quality to be used.

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46.0 Winter Jacket (Group No. 7) (Continued):

46.26 Sizing

The manufacturer shall be capable of providing all sizes for men and women, including any special size requirements. The manufacturer shall have a company representative or authorized dealer available to assist with the fittings of the garments at no additional cost.

SIZE LENGTH	FINISHED CHEST INSEAM	BACK WIDTH	SLEEVE	WAIST WIDTH
SMALL (36-38)	48	27	22	30
MEDIUM (40-42)	52	27-1/2	22	34
LARGE (44-46)	56	28	22	38
X-LARGE (48-50)	60	28-1/2	22	42
2X-LARGE (52-54)	64	29	22	46
3X-LARGE (56-58)	68	29-1/2	22	50
4X-LARGE (60-62)	72	30	22	54
5X-LARGE (64-66)	76	30-1/2	22	58
TOLERANCES	+1"	+1/2"	+1/2"	
LONG LENGTH (TALLS)+1"		+1"	+1"	

47.0 Long Sleeve Work Shirts (Group No. 8):

47.1 General Features:

- 47.1.1 11.6 ounce poly/cotton fleece long sleeve shirt.
- 47.1.2 Poly/cotton twill with locker loop for hanging shirt.
- 47.1.3 Stain resistant finish and accepts embroidery and silk screening well.
- 47.1.4 Chest breakthrough pocket with velcro divider to carry a full-sized radio to prevent radio from dropping to bottom of pocket.
- 47.1.5 Hand warmer pockets on both sides.
- 47.1.6 Microphone pockets at both shoulders.
- 47.1.7 Pen pocket/pockets on left sleeve.
- 47.1.8 Denim details with no roll collar.

48.0 Hats (Group No. 9):

48.1 Style

Shall be a deluxe military style hat with stationery cover and will be imprinted with "5-Star" on the crown lining to assure compliance with specifications. Mfr. Ref.: Midway Cap Company.

48.2 Dimensions:

The dimensions of a size 7-1/8 hat shall be as follows:

- 48.2.1 Front to rear of crown is 10-7/8"
- 48.2.2 Side to side of crown is 10-3/8"
- 48.2.3 Height of hat in front is 4-3/8"
- 48.2.4 All other sizes to be in proportion

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48.0 Hats (Group No. 9):

48.3 Cover:

48.3.1 The material shall be #196 white leatherette or equal. The covers shall have a dry-cleanable bonding of not less than .093 gauge grey polyurethane foam throughout the entire top, sides and front, and a full crown lining of 100% acetate taffeta.

48.3.2 A sweat protector lining and an identification card holder, in the form of a rectangle, will be heat sealed directly to the sweat protector.

48.3.3 After joining the crown and the sides, the crown seam shall be double-stitched with a 3/8" bias folded tape.

48.4 As a final operation, all hats shall be blocked on a 5-piece block in live steam and thoroughly dried.

48.5 Eyelets:

48.5.1 Each cap cover shall be provided with a total of five (5) metal eyelets

48.5.2 One (1) eyelet shall be attached in the front center at 1-1/8' up for proper placement of a 1-post shield.

48.5.3 Two (2) eyelets will be provided on each side for ventilation.

48.6 Frame Band:

48.6.1 The frame band shall be 2" black Midlon over perforated polyethylene, approximately .035 thick.

48.6.2 The band shall be covered with a 1-3/4" width black rayon band style material.

48.6.3 This band shall be bound at the bottom with the same material as the cover.

48.7 Front Support:

48.7.1 The front support shall consist of one piece of stainless metal, called the stayer, and a plastic holder.

48.7.2 The holder is formed by cutting a piece of black linear polyethylene with dual slots to accept the stayer and hold it securely.

48.7.3 The holder is sewn to the inside front of the frame band and staples or rivets will be required for either the holder or the stayer.

48.8 Grommet:

A 1/2" clear "D" plastic grommet, measured and closed to exact size, shall be inserted into the hat cover.

48.9 Visor:

48.9.1 To be made of two (2) pieces, the upper portion to consist of a nylon base with a black Japanned top and the bottom piece of .095 genuine Sur-V-Lon.

48.9.2 The two (2) pieces will be firmly cemented together, and visors will not crack, bubble or blister.

48.9.3 The visor shall be as pattern.

48.10 Front Strap:

The front strap shall be gold expansion.

48.11 Sweatband:

48.11.1 The sweatband shall be hand finished genuine uniform roan leather with a gold line roll, 1-5/8" wide.

48.11.2 The sweatband shall be sewn into the caps with a machine finish.

48.12 Buttons shall be a gold "FD" finish button.

48.13 All hats shall contain a size label and a union label. Workmanship shall be first-class in all respects.

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49.0 Shirts, Tee (Group 10):

- 49.1 T-Shirt, short-sleeve, navy, no pocket, HFD logo on left side chest, rank on right side chest and Houston Fire Department logo on back. 100% cotton, 6 oz. jersey knit, crew neck tapered fit, 4.5 oz ring spun cotton, moisture wicking technology, double needle tailoring at shoulder, spandex ribbed crew neck. Mfr. Ref.: 5.11 or equal.
- 49.2 T-Shirt, short-sleeve, navy, with chest pocket, HFD logo on left side chest, rank on right side chest and Houston Fire Department logo on back, 6 oz. ring spun knit, moisture wicking performance, fade resistant, double needle tailoring at shoulder, tapered fit, spandex ribbed crew neck. Mfr. Ref.: 5.11 or equal.
- 49.3 T-Shirt, short-sleeve, navy, with pen pocket on arm, HFD logo on chest, rank on right side chest and Houston Fire Department logo on back, 6 oz. ring spun knit, moisture wicking performance, fade resistant, double needle tailoring at shoulder, tapered fit, spandex ribbed crew neck. Mfr. Ref.: 5.11 or equal.
- 49.4 T-Shirt, long-sleeve, navy, 2/pack with HFD logo on left side chest, rank on right side chest and Houston Fire Department logo on back, 100% cotton, double needle tailoring, 4.5 oz ring spun technology, moisture wicking technology, tapered fit. Mfr. Ref.: 5.11 or equal.
- 49.5 T-Shirt, short-sleeve, navy with HFD logo on left side chest, rank on right side chest and Houston Fire Department logo on back, 6 oz. ring-spun knit, double needle tailoring, moisture wicking performance, fade resistant, tapered, pen-pocket on left sleeve, spandex ribbed crew neck. Mfr. Ref.: 5.11 or equal.
- 49.6 T-Shirt, short-sleeve, white with HFD logo on left side chest, rank on right side chest and Houston Fire Department logo on back, 6 oz. ring-spun knit, double needle tailoring, moisture wicking performance, fade resistant, tapered, pen-pocket on left sleeve, spandex ribbed crew neck. Mfr. Ref.: 5.11 or equal.

50.0 Short Sleeve Pullover Shirts (Group No. 13):

50.1 General Features:

- 50.1.1 Knit collar made from same fabric as body.
- 50.1.2 Double pen pocket set in right sleeve.
- 50.1.3 Extra-long shirt tails.
- 50.1.4 Entire pattern is cut extra-long to allow for shrinkage in length.
- 50.1.5 No chest pocket.
- 50.1.6 Pullover.

50.2 Fabric:

- 50.2.1 Bi-component
- 50.2.2 Blend 35/65
- 50.2.3 Knit weave
- 50.2.4 Washable
- 50.2.5 Cotton on inside of shirt to provide wicking of moisture from the skin.
- 50.2.6 Polyester exterior which allows colorfastness.

50.3 Size:

Shall be available in sizes XS through 6XL.

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APPENDIX A

The selected bidder must be stocked with core products as listed below and be prepared for operation on or before the agree start date of program:

Station wear consists of:

- Dress uniforms; such as, coats, trousers/skirts, including braid (silver and gold), service marks and epaulettes.
 - Dress caps and hats for Chiefs, Captains and Firefighters
 - Hat badges
 - Dress pants
 - Work pants
 - Work shirts, both long and short sleeve
 - Patches (on shirts)
 - Belts
 - Badges
 - Shrouds
 - Insignias
 - Rain wear (pants and jackets)
-
- For every item specified in the BVB, please provide the name of the manufacturer that will produce the item and the country of origin for that item.

51.0 ADDITIONS & DELETIONS:

The City, by written notice from the City Purchasing Agent to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the City. Similar equipment, supplies, services, or locations added to the contract shall be in accordance with the contract specification/scope of services, and the charges or rates for items added shall be the same as specified in the fee schedule. In the event that the additional equipment, supplies, locations and/or services are not identical to the item(s) already under contract, the charges therefore will then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the fee schedule.

52.0 ESTIMATED QUANTITIES NOT GUARANTEED:

The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of services during the term of this Contract. The quantities may vary depending upon the actual needs of the Department. The quantities specified herein are good faith estimates of usage during the term of this Contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing all the quantities specified herein.

53.0 INTERLOCAL AGREEMENT:

Under the same terms and conditions hereunder, the Contract may be expanded to other government entities through inter-local agreements between the City of Houston and the respective government entity that encompass all or part of the products/services provided under this contract. Separate contracts will be drawn to reflect the needs of each participating entity.

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54.0 WARRANTY OF SERVICES:

54.1 *Definitions:*

54.1.1 "Acceptance" as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, approval of specific services, as partial or complete performance of the Contract.

54.1.2 "Correction" as used in this clause, means the elimination of a defect.

54.2 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. The City shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by the City. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to the City, or (2) that the City does not require correction or re-performance.

54.3 If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise correct or replace with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the Contract price.

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
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THE STATE OF TEXAS

BID # S32-S23912

COUNTY OF HARRIS

ORDINANCE # _____

CONTRACT # _____

I. PARTIES

1.0 ADDRESS:

THIS AGREEMENT FOR APPAREL, UNIFORMS ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a Texas Home-Rule City and **CONTRACTOR NAME** ("Contractor or Vendor"), a corporation doing business in Texas.

The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

City

City Purchasing Agent for Director(s)
of Various Department(s)
City of Houston
P.O. Box 1562
Houston, Texas 77251

Contractor

Phone: _____
Fax: _____

The Parties agree as follows:

2.0 TABLE OF CONTENTS:

2.1 This Agreement consists of the following sections:

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EXHIBITS

- A. DEFINITIONS
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- D. MWBE SUBCONTRACT TERMS
- E. DRUG POLICY COMPLIANCE AGREEMENT
- F. CERTIFICATION OF NO SAFETY IMPACT POSITIONS
- G. DRUG POLICY COMPLIANCE DECLARATION
- H. FEES AND COSTS
- I. CONTRACTOR'S QUESTIONNAIRE
- J. REFERENCES OF EXPERIENCE

3.0 PARTS INCORPORATED:

The above described sections and exhibits are incorporated into this Agreement.

4.0 CONTROLLING PARTS:

If a conflict among the sections or exhibits arises the Exhibits control over the Sections.

5.0 DEFINITIONS:

Certain terms used in this Agreement are defined in Exhibit "A".

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6.0 SIGNATURES:

The Parties have executed this Agreement in multiple copies, each of which is an original.

ATTEST/SEAL (if a corporation): _____

WITNESS (if not a corporation):

By: _____

Name:

Title:

By: _____

Name:

Title:

Federal Tax ID Number: _____

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS

Signed by:

City Secretary

Mayor

APPROVED:

COUNTERSIGNED BY:

City Purchasing Agent

City Controller

DATE COUNTERSIGNED:

This Contract has been reviewed as to form by the undersigned legal assistant and has been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

Date

Legal Assistant

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
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II. DUTIES OF CONTRACTOR

1.0 SCOPE OF SERVICES:

In consideration of the payments specified in this Agreement, Contractor shall provide all labor, material, equipment, transportation and supervision necessary to perform the services described in Exhibit "B".

2.0 INDEMNITY AND RELEASE:

2.1 RELEASE

PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE CITY) FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

2.2 INDEMNIFICATION:

PRIME CONTRACTOR/SUPPLIER AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY "THE CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

2.2.1 PRIME CONTRACTOR/SUPPLIERS AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 2.1-2.3, "PRIME CONTRACTOR/SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

2.2.2 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND

2.2.3 THE CITY'S AND PRIME CONTRACTOR/SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PRIME CONTRACTOR/SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.

2.2.4 PRIME CONTRACTOR/SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME CONTRACTOR/SUPPLIER'S INDEMNIFICATION IS LIMITED TO \$500,000.00 PER OCCURRENCE. PRIME CONTRACTOR/SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

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2.3 INDEMNIFICATION:

CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY

3.0 INDEMNIFICATION PROCEDURES:

3.1 Notice of Claims. If the City or Prime Contractor/Supplier receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

3.1.1 a description of the indemnification event in reasonable detail,

3.1.2 the basis on which indemnification may be due, and

3.1.3 the anticipated amount of the indemnified loss.

3.2 This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that Prime Contractor/Supplier is prejudiced, suffers loss, or incurs expense because of the delay.

3.3 Defense of Claims

3.3.1 Assumption of Defense. Prime Contractor/Supplier may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Prime Contractor/Supplier shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Prime Contractor/Supplier must advise the City as to whether or not it will defend the claim. If Prime Contractor/Supplier does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

3.3.2 Continued Participation. If Prime Contractor/Supplier elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Prime Contractor/Supplier may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Prime Contractor/Supplier does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

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4.0 INSURANCE:

- 4.1 Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement. All policies except Professional Liability and Workers' Compensation must name the City as an additional insured. The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide. Contractor shall maintain the following insurance coverages in the following amounts:
- 4.1.1 Commercial General Liability insurance including Contractual Liability insurance:
\$500,000 per occurrence; \$1,000,000 aggregate
- 4.1.2 Workers' Compensation including Broad Form All States endorsement:
Statutory amount
- 4.1.3 Automobile Liability insurance
\$1,000,000 combined single limit per occurrence
Defense costs are excluded from the face amount of the policy.
Aggregate Limits are per 12-month policy period unless otherwise indicated.
- 4.1.4 Employer's Liability
Bodily injury by accident \$100,000 (each accident)
Bodily injury by disease \$100,000 (policy limit)
Bodily injury by disease \$100,000 (each employee)
- 4.2 All insurance policies must require by endorsement that the insurance carrier waives any rights of subrogation against the City, Contractor shall give written notice to the Director if any of its insurance policies are cancelled, materially changed or non-renewed. Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Director, at his or sole discretion, may:
- 4.2.1 immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- 4.2.2 purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.
- 4.2.3 All certificates of insurance submitted by Contractor shall be accompanied by endorsements for additional insured coverage in favor of the City for Commercial General Liability and Automobile Liability policies; and waivers of subrogation in favor of the City for Commercial General Liability, Automobile Liability, and Worker's Compensation/Employers' Liability policies. For a list of pre-approved endorsement forms see <http://purchasing.houstontx.gov/forms.shtml>. The Director will consider all other forms on a case-by-case basis.

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5.0 WARRANTIES:

- 5.1 Contractor represents and warrants that it shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.
- 5.2 With respect to any parts and goods furnished by it, Contractor warrants:
- 5.2.1 that all items are free of defects in title, material, and workmanship,
- 5.2.2 that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed,
- 5.2.3 that each replacement item is new in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and
- 5.2.4 that no item or its use infringes any patent, copyright, or proprietary right.

6.0 LICENSES AND PERMITS:

Contractor shall obtain and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation.

7.0 COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE:

Contractor shall comply with the City's Equal Employment Opportunity Ordinance as set out in Exhibit "C."

8.0 MWBE COMPLIANCE:

- 8.1 Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least 11% of the value of this Agreement to MWBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunity (OBO) and will comply with them.
- 8.2 Contractor shall require written subcontracts with all MWBE subcontractors and shall submit all disputes with MWBEs to binding arbitration to be conducted in Houston, Texas if directed to do so by the OBO Director. MWBE subcontracts must contain the terms set out in Exhibit "D."

9.0 DRUG ABUSE DETECTION AND DETERRENCE:

- 9.1 It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.

GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
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9.0 DRUG ABUSE DETECTION AND DETERRENCE (CONTINUED):

- 9.2 Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):
- 9.2.1 a copy of its drug-free workplace policy,
 - 9.2.2 the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "E," together with a written designation of all safety impact positions and,
 - 9.2.3 if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "F."
- 9.3 If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "G." Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.
- 9.4 Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.
- 9.5 Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

10.0 ENVIRONMENTAL LAWS:

- 10.1 Contractor shall comply with all rules, regulations, statutes, or orders of the Environmental Protection Agency ("EPA"), the Texas Commission on Environmental Quality ("TCEQ"), and any other governmental agency with the authority to promulgate environmental rules and regulations ("Environmental Laws"). Contractor shall promptly reimburse the City for any fines or penalties levied against the City because of Contractor's failure to comply.
- 10.2 Contractor shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to, or from the site except in strict compliance with the Environmental Regulations. "Hazardous Materials" means any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state, or local laws, regulations, ordinances, or orders. Contractor shall not deposit oil, gasoline, grease, lubricants or any ignitable or hazardous liquids, materials, or substances in the City's storm sewer system or sanitary sewer system or elsewhere on City Property in violation of the Environmental Laws.

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11.0 CONTRACTOR'S PERFORMANCE:

11.1 Contractor shall make citizen satisfaction a priority in providing services under this Agreement. Contractor shall train its employees to be customer service-oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of service to the public. If, in the Director's opinion, Contractor is not interacting in a positive and polite manner with citizens, he or she shall direct Contractor to take all remedial steps to conform to these standards.

12.0 PAYMENT OF EMPLOYEES AND SUBCONTRACTORS:

12.1 Contractor shall make timely payments in accordance with applicable state and federal law to all persons and entities supplying labor, materials or equipment for the performance of this Agreement including Contractor's employees.

12.2 Failure of Contractor to pay its employees as required by law shall constitute a default under this contract for which the Contractor and its surety shall be liable on Contractor's performance bond if Contractor fails to cure the default as provided under this Agreement.

12.3 Contractor shall defend and indemnify the City from any claims or liability arising out of Contractor's failure to pay its subcontractors as required by law. Contractor shall submit disputes relating to payment of M/WBE subcontractors to arbitration in the same manner as any other disputes under the M/WBE subcontract.

III. DUTIES OF CITY

1.0 PAYMENT TERMS:

1.1 The City shall pay and Contractor shall accept fees at the unit prices provided in Exhibit H for all services rendered and the Deliverables furnished by Contractor. The fees must only be paid from Allocated Funds, as provided below.

1.2 Any quantities of services or Deliverables shown in any part of this contract or its exhibits are estimated only and are not any guarantee that the City will not purchase more or less of those services or Deliverables. The City will pay only for the services or Deliverables actually ordered and only at the unit prices set out.

2.0 TAXES:

The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

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3.0 METHOD OF PAYMENT:

The City shall pay Contractor on the basis of invoices submitted by Contractor and approved by the Director, showing the specific tasks completed in the preceding month and the corresponding prices. The City shall make payments to Contractor at its address for notices within 30 days of receipt of an approved invoice.

4.0 METHOD OF PAYMENT - DISPUTED PAYMENTS:

If the City disputes any items in an invoice Contractor submits for any reason, including lack of supporting documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify Contractor of the dispute and request remedial action. After the dispute is settled, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

5.0 LIMIT OF APPROPRIATION:

5.1 The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.

5.2 In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of \$_____ to pay money due under this Agreement (the "Original Allocation").

5.3 The City shall only be obligated to pay money under this Agreement when it issues a City Purchase Order to Contractor. Contractor shall not provide any goods or services to the City under this Agreement until it receives a Purchase Order for such goods or services, and City shall have no obligation to pay Contractor for any item or service it furnishes without first receiving a City Purchase order for same. The only exception to the policy stated before is that the City may pay Contractor with a City-authorized Procurement Card ("P-card"), which shall not require the prior issuance of a Purchase order. Contractor shall not proceed to furnish goods or services until it has verified that a P-card payment will be made.

6.0 CHANGES:

6.1 At any time during the Agreement Term, the City Purchasing Agent or Director may issue a Change Order to increase or decrease the scope of services or change plans and specifications, as he or she may find necessary to accomplish the general purposes of this Agreement. Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.

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- 6.2 The City Purchasing Agent or Director will issue the Change Order in substantially the following form:

CHANGE ORDER

TO: [Name of Contractor]
FROM: City of Houston, Texas (the "City")
DATE: [Date of Notice]
SUBJECT: Change Order under the Agreement between the City and [Name of Contractor] countersigned by the City Controller on [Date of countersignature of the Agreement]

Subject to all terms and conditions of the Agreement, the City requests that Contractor provide the following:

[Here describe the additions to or changes to the equipment or services and the Change Order Charges applicable to each.]

Signed:
[Signature of City Purchasing Agent or Director]

- 6.3 The City Purchasing Agent or Director may issue more than one Change Order, subject to the following limitations:
- 6.3.1 Council expressly authorizes the City Purchasing Agent or Director to approve a Change Order of up to \$50,000. A Change Order of more than \$50,000 over the approved contract amount must be approved by the City Council.
 - 6.3.2 If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.
 - 6.3.3 The Total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.
- 6.4 Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The City Purchasing Agent's or Director's decision regarding a time extension is final.
- 6.5 A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.
- 6.6 Change Orders are subject to the Allocated Funds provisions of this Agreement.

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IV. TERM AND TERMINATION

1.0 CONTRACT TERM:

This Agreement is effective on the Countersignature Date and expires three (3) years after the date specified in the "Notice to Proceed" unless sooner terminated according to the terms of this Agreement.

2.0 NOTICE TO PROCEED:

Contractor shall begin performance under this Agreement on the date specified in a Notice to Proceed from the City Purchasing Agent.

3.0 RENEWALS:

Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for two successive one-year terms on the same terms and conditions. If the Director of the City Department elects not to renew this Agreement, the City Purchasing shall notify Contractor in writing of non-renewal at least 30 days before the expiration of the then-current term.

4.0 TIME EXTENSIONS:

If the Department requests an extension of time to complete its performance, then the City Purchasing Agent may, in his or her sole discretion, extend the time so long as the extension does not exceed 90 days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

5.0 TERMINATION FOR CONVENIENCE BY THE CITY:

5.1 The City Purchasing Agent or Director may terminate this Agreement at any time by giving 30 days written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.

5.2 On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section III unless the fees exceed the allocated funds remaining under this Agreement.

5.3 TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

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6.0 TERMINATION FOR CAUSE BY CITY:

- 6.1 If Contractor defaults under this Agreement, the City Purchasing Agent or Director may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies which exist now or in the future. The Contractor shall have thirty (30) days to cure after receipt of written notice. Default by Contractor occurs if:
- 6.1.1 Contractor fails to perform any of its duties under this Agreement;
 - 6.1.2 Contractor becomes insolvent;
 - 6.1.3 all or a substantial part of Contractor's assets are assigned for the benefit of its creditors;
or
 - 6.1.4 a receiver or trustee is appointed for Contractor.
- 6.2 If a default occurs, the City Purchasing Agent or Director may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The City Purchasing Agent or Director at his or her sole option, may extend the termination date to a later date. If the City Purchasing Agent or Director allows Contractor to cure the default and Contractor does so to the City Purchasing Agent's or Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the City Purchasing Agent or Director may terminate this Agreement on the termination date, at no further obligation of the City.
- 6.3 To effect final termination, the City Purchasing Agent or Director must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

7.0 TERMINATION FOR CAUSE BY CONTRACTOR:

- 7.1 Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the Director describing the default and the proposed termination date.
- 7.2 The date must be at least 30 days after the Director receives notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

8.0 REMOVAL OF CONTRACTOR OWNED EQUIPMENT AND MATERIALS:

Upon expiration, or termination of this Agreement, Contractor is permitted ten (10) days within which to remove contractor-owned material and equipment from the City's premises. The City shall make such material and equipment readily available to Contractor. The time period may be extended upon approval by the Director. The City reserves the right to deny any extension of time.

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V. MISCELLANEOUS

1.0 INDEPENDENT CONTRACTOR:

Contractor shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City.

2.0 FORCE MAJEURE:

2.1 Timely performance by both parties is essential to this Agreement. However, neither party is liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, explosions, and other acts of God, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority.

2.2 This relief is not applicable unless the affected party does the following:

2.2.1 uses due diligence to remove the Force Majeure as quickly as possible; and

2.2.2 provides the other party with prompt written notice of the cause and its anticipated effect.

2.3 The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance does not constitute a default or breach of this Agreement by the City.

2.4 If the Force Majeure continues for more than 30 days, the City Purchasing Agent or Director may terminate this Agreement by giving 30 days' written notice to Contractor. This termination is not a default or breach of this Agreement. CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT AT THE TIME OF THE TERMINATION.

3.0 SEVERABILITY:

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

4.0 ENTIRE AGREEMENT:

This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind exist between the Parties regarding this Agreement.

5.0 WRITTEN AMENDMENT:

Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance duly adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

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6.0 APPLICABLE LAWS:

6.1 This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

6.2 Venue for any litigation relating to this Agreement is Harris County, Texas.

7.0 NOTICES:

All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Section I of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

8.0 NON-WAIVER:

8.1 If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

8.2 An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

9.0 INSPECTIONS AND AUDITS:

City representatives may perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least four (4) years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

10.0 ENFORCEMENT:

The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

11.0 AMBIGUITIES:

If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

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12.0 SURVIVAL:

Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

13.0 PARTIES IN INTEREST:

This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

14.0 SUCCESSORS AND ASSIGNS:

This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

15.0 BUSINESS STRUCTURE AND ASSIGNMENTS:

15.1 Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the City Purchasing Agent's or Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest under Section 9.406 (c) of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

15.2 Contractor shall not delegate any portion of its performance under this Agreement without the City Purchasing Agent's or Director's prior written consent.

16.0 REMEDIES CUMULATIVE:

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

17.0 CONTRACTOR DEBT:

If Contractor, at any time during the term of this agreement, incurs a debt, as the word is defined in Section 15-122 of the Houston City Code of Ordinances, it shall immediately notify the City Controller in writing. If the City Controller becomes aware that Contractor has incurred a debt, she shall immediately notify contractor in writing. If Contractor does not pay the debt within 30 days of either such notification, the City Controller may deduct funds in an amount equal to the debt from any payments owed to Contractor under this agreement, and Contractor waives any recourse therefor.

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GENERAL TERMS & CONDITIONS/SPECIMEN CONTRACT
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EXHIBIT "A"
DEFINITIONS

As used in this Agreement, the following terms have the meanings set out below:

"Agreement" means this contract between the Parties, including all exhibits, change orders, and any written amendments authorized by City Council and Contractor.

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"City Purchasing Agent" is defined as the person or duly authorized successor, authorized in writing to act for the City. The term includes, except as otherwise provided in this Contract, the authorized representative of the City Purchasing Agent acting within the limits of delegated authority.

"Contractor Administrator" means the representative of the Department who is responsible for the administration for the Contract.

"Contract Award Notice" means the official notification substantiated by the Notice to Proceed issued by the City Purchasing Agent to the Contractor.

"Contract Charges" means charges that accrue during a given month as defined in Article III.

"Contract Term" is defined in Article IV.

"Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.

"Countersignature Date" means the date this agreement is countersigned by the City Controller.

"Director" mean the Directors/Chiefs of each of the Departments or the City Purchasing Agent for the City, or the person he or she designates.

"Effective Date" is defined as date contract is countersigned by the City Controller.

"Governing Body" means the Mayor and City Council of the City of Houston.

"Hazardous Materials" is defined in Article II (Environmental Laws).

"Notice to Proceed" means a written communication from the City Purchasing Agent to Contractor instructing Contractor to begin performance.

"Parties" mean all the entities set out in the Preamble who are bound by this Agreement.

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EXHIBIT "B"
SCOPE OF WORK

(Will Be Inserted In Original Contract)

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EXHIBIT "C"
EQUAL EMPLOYMENT OPPORTUNITY

(Will Be Inserted In Original Contract)

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EXHIBIT "D"
MWBE REQUIREMENTS

(Will Be Inserted In Original Contract)

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EXHIBIT "E"
DRUG POLICY COMPLIANCE AGREEMENT

(Will Be Inserted In Original Contract)

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EXHIBIT "F"
CONTRACTOR'S CERTIFICATION OF NO SAFETY IMPACT POSITIONS
IN PERFORMANCE OF A CITY CONTRACT

(Will Be Inserted In Original Contract)

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EXHIBIT "G"
DRUG POLICY COMPLIANCE DECLARATION

(Will Be Inserted In Original Contract)

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EXHIBIT "H"
FEES AND COSTS

(Will Be Inserted In Original Contract)

RESPONSIVENESS & RESPONSIBLENESS EVALUATION ASSESSMENT
SOLICITATION NO.: S32-S23912

To simplify the review process and to obtain the maximum degree of comparability, the Offeror(s) must provide the responses to the items set forth below and include this information as requested in their bid packet; to allow for the evaluation committee to conduct a thorough assessment of the Offeror(s) experience and capabilities. Moreover, Offeror(s) are encouraged to include additional relevant and supporting information to demonstrate their qualifications.

1.0 EXPERTISE/EXPERIENCE/QUALIFICATION STATEMENT:

- 1.1 Provide a brief statement describing the Offeror's background information, history, resources and/or track record. Please limit to three (3) pages.
- 1.2 Provide an organizational chart of proposed team or staff for this project.
- 1.3 Provide resumes of key personnel whom will be responsible for the delivery of the services/project.
- 1.4 Provide copies of key personnel certifications and/or licenses.

2.0 FINANCIAL STATEMENTS:

Submit your company's audited annual financial statements, in accordance with and as defined in the Financial Accounting Standards Board (FASB) regulation(s) for the past two years. In addition, include your and Dunn & Bradstreet Report or Federal Tax Forms Filed to the Internal Revenue Service (IRS) for the past two years.

3.0 SITE INSPECTION:

The City of Houston reserves the right to inspect the bidder's current place of business to evaluate equipment condition and capabilities, staff experience, training and capabilities, and storage capabilities as they relate to the performance of this contract. An inspection may be made by the Evaluation Committee to determine if a bidder actually has a facility at the location/locations listed in their document. The City also may request a demonstration of the Contractor's system and products.

4.0 QUALITY AND WORKMANSHIP:

The bidder must be able to demonstrate upon request that it has satisfactorily performed services similar to the services specified herein. The bidder will provide records of warranty and repair services upon request by City. The City of Houston shall be the sole judge as to whether the services performed are similar to the scope of services contained herein and whether the bidder is capable of performing such services.

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EVALUATION AND SELECTION PROCESS
SOLICITATION NO.: S32-S23912

1.0 EVALUATION SUMMARY:

An evaluation committee will develop a short list of Offeror(s) based upon the initial review of each Bid received. The short listed Offeror(s) may be scheduled for a structured oral presentation, demonstration, site visit and/or interview. Such presentations will be at no cost to the City of Houston. At the end of the oral presentation, demonstration and/or interview, the evaluation of the short listed Offeror(s) will be completed. However, the evaluation committee reserves the right to issue letter(s) of clarity when deemed necessary to any or all Offeror(s). The oral presentations, demonstrations, site visits and/or interview may be recorded and/or videotaped.

2.0 SELECTION PROCESS:

The award of this Contract(s) will be made to the respondent(s) offering the response which best meets the needs of the City. The City may make investigations, as it deems necessary, to determine the capabilities of the Offeror(s) to create, modify and implement the required application modules. The Offeror(s) shall furnish to the City such data as the City may request for this purpose. The City reserves the right to reject any offer if the evidence submitted by or the investigation of the Offeror(s) fails to satisfy the City or the Offeror(s) is deemed unqualified to provide the services contemplated. Each Offeror will be evaluated on the basis of the following evaluation criteria that are listed in order of importance below:

2.1.1	Cost	40%
2.1.2	Expertise / Experience / Qualifications	25%
2.1.3	Financial Strength of Offeror	15%
2.1.5	M/WBE Participation	10%
2.1.4	Adherence to the Scope of Work required by the BVB	10%
	TOTAL	100%

* Hire Houston First Preference Points (City Business = five (5) extra percentage points or Local Business = three (3) extra percentage points and Non-City and Non-Local Business will receive zero (0) extra percentage points).

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CONTRACTOR'S QUESTIONNAIRE – EXHIBIT I
SOLICITATION NO.: S32-S23912

In order to receive bid award consideration, the bidder must be able to demonstrate that they are currently providing or have had at least one contract, as a prime contractor, for the required Services that is similar in size and scope to this BVB requirement. Bidder must have references documenting that it has performed the required BVB services. The reference(s) should be included in the space provided below. Please attach another piece of paper if necessary. **Bidder's capability and experience shall be evaluated and a factor in determining the Contractor's responsibility.**

LIST OF PREVIOUS CUSTOMERS

1. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Project Description: _____

2. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Project Description: _____

3. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
Project Description: _____

REFERENCES OF EXPERIENCE – EXHIBIT J
SOLICITATION NO.: S32-S23912

Provide five references below of large, complex uniform programs similar in scope to the Houston Fire Department. References should be governmental agency customers for whom your company currently services or has been a customer in the past five years. The reference should be in a narrative form which includes:

1. Number of employees in uniform.

2. Years of service by your company to the customer.

3. Number of different garments (items) in the program.

4. Number of orders placed annually.

5. Service requirements; such as web sites, delivery times, etc.

6. Name and contact information for key management personnel.

7. Provide five references of large, complex uniform programs similar in scope to the Houston Fire Department.
