



CITY OF HOUSTON INVITATION TO BID

Issued: October 27, 2008

Bid Opening

Sealed bids, in duplicate, will be received by the City Secretary of the City of Houston, in the City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002 until **10:30 a.m. Thursday, November 13, 2008**, and all bids will be opened and publicly read in the City Council Chamber at 11:00 A.M. on that date for the purchase of:

**PERSONAL PROTECTIVE GEAR
FOR THE
FIRE DEPARTMENT
BID INVITATION NO. S44-S22978
NIGP 340-34**

Buyer

John Tatman is the Buyer for this solicitation and he may be reached at 832-393-8751. Any questions regarding this solicitation should be submitted in writing to 832-393-8760 (fax) or via e-mail at John.Tatman@cityofhouston.net.

Electronic Bidding

In order to submit a bid for the items associated with this procurement, you must fill in the pricing information on the "PLACE BID" page.

Pre-Bid

A Pre-Bid Conference will be held for all Prospective Bidders in the Strategic Purchasing Division, Basement, City Hall, 901 Bagby, Houston, Texas 77002 at 1:30 p.m. Tuesday, November 4, 2008, in Conference Room 2.

All Prospective Bidders are urged to be present. It is the bidder's responsibility to ensure that they have secured and thoroughly reviewed all aspects of the bidding documents prior to the Pre-Bid Conference. **Any revisions to be incorporated into this solicitation arising from discussions before, during and subsequent to the pre-bid conference will be confirmed in writing by Letter(s) of Clarification prior to the bid due date. No verbal responses will otherwise alter the specifications, terms and conditions as stated herein.**

Bidding forms, specifications and all necessary information should be downloaded from the Internet at <https://purchasing.houstontx.gov>. By registering and downloading this bid document, all updates to this bid document will be automatically forwarded via e-mail to any registered bidder. This information may also be obtained from the office of the City Purchasing Agent, 901 Bagby, Basement, Houston, Texas 77002.

The place of the bid opening may be transferred in accordance with Paragraph B (5) of Section 15-3 of The Code of Ordinances, Houston, Texas. The bid opening meeting may be rescheduled in accordance with Paragraph B (6) of said Section 15-3.

The City reserves the right to reject any or all bids or to accept any bid or combination of bids deemed advantageous to it.

CITY EMPLOYEES ARE PROHIBITED FROM BIDDING ON THIS SOLICITATION IN ACCORDANCE WITH THE CODE OF ORDINANCES SECTION 15 - 1.

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**SECTION A.
OFFICIAL BID FORM**



**PERSONAL PROTECTIVE GEAR
FOR THE
FIRE DEPARTMENT
BID INVITATION NO. S44-S22978**

Honorable Mayor and City Council Members:

The undersigned hereby proposes to furnish and deliver, personal protective gear **FOB destination point as listed on individual Purchase Orders**, the items listed below in accordance with the Net Prices and other conditions shown herein, and in accordance with the City's Specifications and General Terms and Condition Specifications. When issued, Letters of Clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the Bidder to ensure that it has obtained such letters. By submitting a bid on this project, Bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into its bid. THE MANUFACTURER'S NAME, PRODUCT NAME AND PRODUCT NUMBER MUST BE DESIGNATED IN THE SPACE PROVIDED, IF BIDDERS ARE BIDDING AN "OR EQUAL" ITEM.

The undersigned hereby proposes to furnish and deliver personal protective gear **FOB destination point as listed on individual Purchase Orders**, parts and components in accordance with the percentage (plus or minus) applied to the stated Manufacturer's List Price Schedules identified herein, or from the Price List's most current published revision, in accordance with the City's Specifications and General Terms and Conditions. Most current published revision means latest price list in effect between the "first advertised date" as shown on the "Notice to Bidder" and the Bid Opening Date. When issued Letters of Clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the **responsibility of the Bidder** to ensure that it has obtained such letters. By submitting a bid on this project, Bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into its bid.

The City may accept this bid offer by issuance of a Notice of Award Letter and/or a Purchase Order covering award of said bid to this Bidder at any time on or before the 120th day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 120 days after bid opening or for 90 days after City Council awards the bid, whichever comes last, but this period may be extended by written agreement of the parties.

The City of Houston reserves the option, after bids are opened, to increase or decrease the quantities listed, subject to the availability of funds, and/or make award by line item.

BIDDING AND AWARD:

It is the intent of the City to award, on the basis of overall low net bid meeting specifications for the entire award; however, the right is reserved to accept or reject in whole or in part any or all bids received and to make an award on the basis of individual item, combination of items or overall best bid, as it is deemed in the best interest of the City.

THIS IS A SIXTY (60) MONTH AWARD

Documents/forms must be downloaded from the City's Website <https://www.houstontx.gov/purchasing/index.html>

Additional Required Forms to be Included with this Bid:

In addition to the electronic Bid Form and the Official Signature Page, the Forms listed in Table 1 **must be completed and submitted to the Office of the City Secretary on or before the date and time the bid is due:**

Table 1
Affidavit of Ownership
Fair Campaign Ordinance
Statement of Residency
Conflict of Interest Questionnaire
Bidders Attachments Supply
Location of Bidders Inventory

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
MWBE
Sample Insurance Over \$50000
Formal Instructions for Price List Bidders
EEOC

SECTION B.
CITY OF HOUSTON
TECHNICAL SPECIFICATIONS
FOR
PERSONAL PROTECTIVE GEAR
FOR THE
FIRE DEPARTMENT

1.0 ACRONYMS:

The following acronyms are used in this solicitation:

1. National Fire Protection Association = NFPA
2. Code of Federal Regulators = CFR
3. Occupational Safety & Health Administration = OSHA
4. California = CAL
5. International Organization for Standardization = ISO
6. Portable Data File = PDF
7. United States of America = U.S.A.
8. Polytetrafluoroethylene = PTFE
9. Self Contained Breathing Apparatus = SCBA
10. Federal = FED
11. Fire Protection Engineering = FPE
12. Fire Retardant = FR

2.0 STRUCTURAL PROTECTIVE CLOTHING SPECIFICATIONS SCOPE:

The purpose of the clothing is to provide protection during structural/proximity fire fighting operations where there is a threat of fire or when certain physical hazards are likely to be encountered, such as during non-fire-related rescue operations, emergency medical operations, and victim extrication. The following acronyms are used in this solicitation:

3.0 STANDARDS:

- 3.1 This protective equipment is mandated by NFPA 1971 and by State Law. All garments produced shall meet or exceed the criteria set forth in the current edition of (NFPA) 1971, 2007 edition or current edition protective clothing for structural fire fighting, FED-OSHA CFR 1910, Subpart L, OSHA 29 CFR Part 1910.1030 and/or the requirements of CAL-OSHA title 8, Article 10.1, Para. 3406.
- 3.2 All components and composites used in the construction of garments shall be third party tested, certified and listed for compliance to NFPA 1971 or current edition. The label of the third party tester shall denote certification.
- 3.3 The manufacturer shall be registered to the ISO Standard 9001 to assure a satisfactory level of quality.

4.0 PATTERNING CONCEPT:

To avoid liability and interface problems, it is the intent of the City to purchase coats and pants from the same manufacturer. The Houston Fire Department currently wears a Project Fires Certifiable coat and pant system utilizing a physiological waist high pant (at the navel) and a highly mobile tails design coat. Any system offered must be able to interface compatibly with either the coat or pant so as to facilitate single garment attrition replacement without compromising NFPA 1500 overlap requirements or creating added firefighter stress through unnecessary coat to pant overlap. Coats shall feature a three-piece body (one-piece back) construction throughout the outer shell, moisture barrier and thermal liner. Garments with seams in mid back will not be considered acceptable because of spinal irritation that can occur with SCBA use.

5.0 HIGH TEMPERATURE, NFPA CERTIFIED MATERIAL REINFORCEMENTS:

Reinforcements to be provided at cuffs and pockets as required by NFPA 1971 or current edition.

6.0 TRACKING LABEL SYSTEM:

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

- 6.1.1 unique serial number
- 6.1.2 item description (brand, model, material color)
- 6.1.3 lot information (date of mfg., size, etc.)
- 6.1.4 material description
- 6.1.5 the standard to which the garment is compliant

6.2 The bar code shall be able to withstand customary wash and wear cycles. The PDF417 bar code must incorporate a minimum of a 30% "error correction" capability. Successful supplier will provide the above information in an Excel spreadsheet or a format acceptable to the Houston Fire Department.

7.0 USER INFORMATION GUIDE:

7.1 Each garment shall include a User Information Guide with information required by NFPA 1971 or current edition. This guide shall include:

7.1.1 Pre-use information:

- Safety considerations.
- Limitations of use.
- Garment marking recommendations and restrictions.
- A statement that most performance properties of the garment cannot be tested by the user in the field.
- Warranty information.

7.1.2 Preparation for use:

- Sizing/adjustment.
- Recommended storage practices

7.1.3 Inspection:

- Inspection frequency and details.

7.1.4 Don/Doff:

- Donning and doffing procedures.
- Sizing and adjustment procedures.
- Interface issues.

7.1.5 Use:

- Proper use consistent with NFPA 1500, Standard on Fire Department, Occupational Safety and Health Program, and 29 CFR 1910, 132

7.1.6 Maintenance and Cleaning

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

7.1.7 Retirement and disposal:

- Retirement and disposal criteria and considerations.

7.1.8 Drag Rescue Device (DRD)

- Use, inspection, maintenance, cleaning and retirement of the DRD

8.0 COMPOSITE PERFORMANCE:

- 8.1 The garment composite, consisting of the outer shell, moisture barrier and thermal liner, shall provide a Thermal Protective Performance (TPP) of not less than 35 when tested in accordance with NFPA 1971, 2007 edition or current edition.
- 8.2 The garment composite, consisting of the outer shell, moisture barrier and thermal liner, shall provide a Total Heat Loss (THL) of not less than 205 when tested in accordance with NFPA 1971, 2007 edition or current edition.
- 8.3 The Heat Transfer Index rating shall be 25 seconds for the shoulder when measured at 2 psi (pounds per square inch) and 25 seconds for the knee when measured at 8 psi.

9.0 OUTER SHELL MATERIAL:

+/- 7.25 oz./sq. yd. 40% PBI®/60% Kevlar® highly constructed ripstop weave with extremely durable FPE water resistant Teflon® FPE alloy reinforced with a matrix of 600 denier filament Kevlar® cables. Color shall be natural (gold).

10.0 MOISTURE BARRIER MATERIAL:

Moisture barrier shall be Nomex® substrate laminated to a lightweight breathable, Crosstech® (Type 2C), Teflon membrane; weighing 3.75 oz./sq. yd.

11.0 THERMAL LINER MATERIAL:

3.5 oz./sq. yd. Glide™ (Nomex® filament/spun) face cloth quilted to one layer E-89™ spunlace aramid 85% Nomex®/15% Kevlar® weighing approximately 2.3 oz./sq. yd. With a Teflon® finish. And one layer of apertured (11-13 apertures/sq. inch) E-89™ spunlace aramid 85% Nomex®/15% Kevlar® weighing approximately 1.5 oz./sq. yd. With a Teflon® finish. (Total weight +/- 7.3 oz./sq. yd)

12.0 STRESS POINTS:

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

13.0 REFLECTIVE TRIM:

All trim shall be sewn with four rows lockstitch 301, minimum six stitches/inch for most secure trim attachment. All trim shall be 3" Scotchlite™ II (triple trim); Coat shall be of lime/yellow or red/orange; Pant shall be lime/yellow. Coat trim shall be applied as follows: Project Fires Pattern - one 3" strip shall be set full circumference at the bottom sweep of the outer shell; one 3" strip shall be set around each sleeve within 4" above the cuff; one 3" strip shall be across the chest stopping at the side seams; two 3" strips shall extend vertically 20.5" from the hem trim. One 3" strip set vertical down flap of fallen man harness. Pant trim shall be applied as follows: One strip set full circumference around the bottom of the cuff 2"/3" from the bottom cuff.

14.0 SIZES:

- 14.1 Successful supplier shall supply one complete bunker gear sizing set to the Houston Fire Department and shall provide one day training on how to properly measure firefighters for gear. Garments shall be available in custom coat chest, sleeve length and pant waist and inseam sizes.
- 14.2 Upon request successful supplier shall provide custom measuring and custom fitting at the 1205 Dart Street location site to obtain proper fit for any employee experiencing problems with measuring and fit, at no additional cost to the City of Houston. Successful supplier will be notified as to the date and time frame of the custom measuring and fitting and the supplier then has five working days to comply.

15.0 LABELING:

Each garment shall have a garment label(s) permanently and conspicuously attached stating at least the following language, as well as detailed warning instructions provided by the manufacturer:

Do Not Remove This Label

THIS STRUCTURAL FIREFIGHTING PROTECTIVE GARMENT MEETS THE GARMENT REQUIREMENTS OF NFPA 1971, 2007 EDITION OR CURRENT EDITION

MADE IN THE U.S.A.

16.0 PRE-WASHING:

Successful supplier agrees to pre-wash the coat and pant prior (structural) to delivery at no cost to the City in accordance with NFPA 1851, 2001 edition or current edition.

17.0 COMMANDO™ COAT

17.1 COAT CONSTRUCTION:

The coat shall be designed of a 3-panel construction in all layers to provide a proper fit. When measured at the center of the back from the collar seam to the hem bottom, the coat shall measure - 32" or 35" length. Sleeves shall be of full length and of shoulder insert, 2-panel type design.

17.2 MOISTURE BARRIER/THERMAL LINER CONSTRUCTION:

17.2.1 Design shall be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion. The left and right fronts of the moisture barrier/thermal liner shall be attached to the facings at the front closure of the outer shell. The neck of the moisture barrier/thermal liner shall be secured to the neck of the outer shell collar such that when donning the coat an arm may not be accidentally caught between the outer shell and its inner linings along the neck between the armholes. Liner shall have a 2" wide, 2-ply Crosstech®/Nomex® pajama check extension sewn the full length of the neck. FR loop, 3/4" wide, shall be sewn on extension to tuck into pleat in outer shell collar.

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

17.3 QUILT - THERMAL LINER CONSTRUCTION:

The moisture barrier shall be completely sewn to the thermal liner at its perimeter with the breathable membrane oriented inward toward the thermal liner and away from the outer shell. All moisture barrier seams shall be sealed as required by NFPA 1971, 2007 edition or current edition. The moisture barrier/thermal liner shall finish no more than 1" from the cuffs and 3" from the hem.

17.4 MOISTURE BARRIER/THERMAL LINER ATTACHMENT:

The moisture barrier/thermal liner attachment shall be completely detachable from the outer shell for ease of cleaning by the use of hook and loop, zippers, and snaps. There shall be a brass zipper down each front facing, hook and loop along the neck to interface with collar as well as hook and loop and one snap at each sleeve end.

17.5 COAT LINER INSPECTION SYSTEM:

There shall be an opening located on the coat liner inspection system approximately 12" in length at the center back of the neck separating the thermal barrier and moisture barrier. This opening will provide the ability to completely invert the coat liner to properly view the integrity of the entire liner system.

17.0 COMMANDO™ COAT (CONTINUED):

17.5 COAT LINER INSPECTION SYSTEM (CONTINUED):

There shall be one piece .75" x 4" FR loop sewn to the back side of the liner system with a corresponding piece of .75" x hook sewn to the inside of the outer shell to ensure proper alignment when installing the liner system into the outer shell. This Liner Inspection System shall be completely hidden when the liner is properly installed into the outer shell.

17.6 COLLAR:

17.6.1 The collar shall be of three piece contoured four-layer configuration such that when the collar is raised it shall remain standing while providing continuous thermal and moisture protection around the neck and face. To ensure this protection, the two layers of outer shell collar shall be fully lined with one layer of Gore RT7100™ PTFE moisture barrier material and two layers of 1.5 oz. apertured E-89™ thermal liner. The collar shall provide proper interface with liner to insure no moisture penetration through the collar seam to inside of coat.

17.6.2 The collar shall be contoured and shall completely cover the neck and throat area when in the raised position. Raised height shall be approximately 3" with a contoured overlap at the front of the coat. Collar closure shall be provided by FR hook and loop 1.5" x 4" , with hook portion sewn on right side of collar, and loop portion sewn on left, set horizontal. Collar shall be of such design so as not to interfere with the SCBA face masks nor helmet.

17.6.3 When examined prior to donning, the turned-up collar shall completely wrap around the front of the neck opening such that left and right collars touch or overlap to maximize facial protection.

17.6.4 The three-piece contoured four-layer collar shall be sewn with a pleat on the innermost layer. Pleat shall have 3/4" FR hook sewn on the underside to engage the moisture barrier extension on the liner.

17.7 THROAT STRAP:

17.7.1 The throat strap shall be of four-layer configuration providing continuous thermal and moisture protection around the neck and face. The throat strap shall be mounted to the right side of the outer shell collar to ensure that when the coat is closed and the collar is raised, the throat strap shall prevent any opening between the left and right collar. The throat strap shall be not less than 22" long and 6" wide, shaped to be compatible with the SCBA face mask, and secured in the stowed position with two pieces of 1.5" x 3" FR loop on the right outside of the collar. One piece of 2" x 8" corresponding FR loop shall be sewn to the outer shell material on the right side of the collar to provide maximum adjustment when wearing an SCBA breathing apparatus mask. The throat strap will close from the right to the left.

17.7.2 For additional protection against steam penetration, the frontal throat strap shall be formed by two layers of outer shell material with one layer of Crosstech Pajama Check moisture barrier material and one layer of thermal material positioned between the two outer layers.

17.8 HANGER LOOP:

An external hanger loop constructed of a double layer of outer shell material and reinforced with two 42-stitch bartacks shall be provided on the outside of the coat at the collar seam. It shall be designed to provide long service and shall not tear or separate from the coat when the coat is hung by the hanger loop, loaded evenly with a weight of 80 lbs. and allowed to hang for one minute.

17.0 COMMANDO™ COAT (CONTINUED):

17.9 DRAG RESCUE DEVICE (DRD):

The drag rescue device shall be constructed of a 1 ½" wide Kevlar® strap that shall be installed between the outer shell and the thermal liner. This harness shall have a hand loop (16" in circumference) that exits the outer shell through a 2" polymer coated aramid reinforced slot on the back of the coat just below the collar and is held in place by means of a piece of 1.5" x 2" hook on the strap and a piece of 1" x 2" loop attached to the outer shell. This strap is then secured under a 2" x 5.25" flap that is sewn in at the neck/collar area. Two pieces 1" x 2" loop shall be set vertically on shell to align with two pieces of 1" x 2" hook set vertically to the underside of the flap. The harness is also held in proper alignment by means of a 2" x 2" piece of loop placed on the inside of the outer shell just above the chest trim that corresponds to a piece of 1.5" x 2" hook located on the harness. Two 1" x 3.5" self-fabric straps with 1" x 2" hook on one end and 1" x 2" loop on the other end shall be set to coat in the shoulder cap area to keep straps in proper position for use. The drag rescue device provides mechanical leverage for dragging a downed and incapacitated structural firefighter from a life-threatening environment. The design of the harness enables the rescuer to drag the downed firefighter in line with the axis of the firefighter's skeletal frame, in order to decrease the risk of further injury.

17.10 THERMAL REINFORCED YOKE:

The thermal reinforced yoke will consist of a layer of Semper Dri™ (3.5 oz./sq. yd. Glide™ (Nomex® filament/spun) face cloth quilted to one layer E-89™ spunlace aramid 85%Nomex®/15% Kevlar® weighing approximately 2.3 oz./sq. yd. with a Teflon® finish. And one layer of apertured (11-13 apertures/sq. inch) E-89™ spunlace aramid 85% Nomex®/15% Kevlar® weighing approximately 1.5 oz./sq. yd. with a Teflon® finish. (Total weight +/- 7.3 oz./sq. yd.) (1377-059)). Also an additional layer constructed of two layers of 1/8" thick fire retardant closed cell foam shall be positioned between the moisture barrier and thermal liner for extra thermal protection in a high compression area of the coat. It shall be sewn to the inside of the upper back portion of the thermal liner across the upper back from the back shoulder and collar seams 7" down leaving the bottom and top of the yoke reinforcement open for ventilation from the tops of shoulders and down the front approximately 4" ending at the armhole. The two layers of foam shall extend down the fronts of the sleeves from the armhole to the cuff and continue down the back of the sleeves from the armhole to the cuff excluding the elbow.

17.11 SHOULDER CAPS:

A 6" wide area at the top of the shoulders extending 6" from the collar seam shall be capped with outer shell material for abrasion resistance and thermal protection.

17.12 BELLOWS UNDERARMS:

17.12.1 Bellows underarm construction shall be used in all layers of the coat-outer shell/moisture barrier/thermal liner-ensuring maximum upper body freedom of movement including complete arm mobility when reaching up and/or forward. The bellows construction shall extend to all inner layers of the coat making it possible for the fit and freedom of movement, derived from the outer shell bellows construction, to be passed through the inner layers to the wearer's body.

17.12.2 The outer shell/moisture barrier/thermal liner bellows shoulder construction shall consist of an underarm and shoulder bellows of elongated football shape not less than 8" wide by not less than 15" long sewn into each of the coats fabric layers by two-needle construction. The bellows in each layer shall begin at a point corresponding to the front of the armpit, wrap around under the arm and shoulder joint, and terminate at the rear top of the shoulder.

17.0 COMMANDO™ COAT (CONTINUED):

17.13 FREEDOM ELBOW:

The sleeve shall have an insert throughout all layers that shall provide a natural bend in the sleeve. This insert shall be set in the back of each sleeve and shall be a shortened football shape, 6" wide in the middle and 3" wide at the seams. The outer shell insert shall consist of outer shell material for abrasion resistance and thermal protection.

17.14 ELBOW PADDING:

In addition to reinforcement, elbows shall be padded using 1/8" thick, fire retardant closed-cell foam. The reinforcement material shall be oriented between the outer shell and elbow insert reinforcement. There shall also be 7.5 oz. Nomex reinforcement inside of the sleeve next to the user's body.

17.15 SLEEVE WELL:

17.15.1 The sleeve well shall be a combination of Semper Dri™ (3.5 oz./sq. yd. Glide™ Nomex® filament/spun) face cloth quilted to one layer E-89™ spunlace aramid 85% Nomex®/15% Kevlar® weighing approximately 2.3 oz./sq. yd. with a Teflon® finish. And one layer of apertured (11-13 apertures/sq. inch) E-89™ spunlace aramid 85% Nomex®/15% Kevlar® weighing approximately 1.5 oz./sq. yd. with a Teflon® finish. (Total weight +/- 7.3 oz./sq. yd.) (1377-059)/breathable Crosstech® (Type 2C) moisture barrier leader shall be sewn no more than 1" back from the combination liner sleeve end to form a sleeve well. One male snap and one .75" wide strip of FR loop shall be sewn full circumference to the end of the thermal liner/ Crosstech® (Type 2C) moisture barrier leader to help secure the combination liner to the outer shell. This sleeve well shall prevent water and hazardous materials from entering the sleeve when arms are in a raised position.

17.15.2 The combination liner sleeve ends shall be inserted into the outer shell sleeve ends by means of lining up the male snap then attaching the FR loop fastener of the combination liner sleeve end with the female snap and FR hook fastener of the outer shell cuff. This method of combination liner attachment shall prevent any gaps from occurring between the combination liner and sleeve well during a full range of motion. The combination liner shall extend to within 1" of the sleeve end.

17.16 WRISTLETS:

An internal wristlet shall consist of a 2-ply Kevlar Spandex knitted not less than 8" extending completely over the palm with a thumbhole preventing the wristlet from sliding back. Wristlets shall be double stitched and bound to the moisture barrier/thermal liner providing extended thermal and slash protection.

17.17 CUFFS:

The cuff of the sleeve shall be reinforced with a binding of outer shell material not less than 3" in total width for abrasion resistance and thermal protection. At least 2" of the cuff reinforcement shall extend down the interior of the outer shell sleeve with a .75" wide strip of FR hook sewn full circumference to the topside of the cuff reinforcement. For added safety, one female snap fastener shall be set in the hook fastener to assist in attaching the outer shell to the moisture barrier/thermal liner.

17.18 THERMAL FRONT PANEL CONSTRUCTION:

There shall be continuous thermal and moisture protection around the entire torso including the storm flap. To ensure this protection, as well as reduce potential for wicking moisture to inside of liner, both right and left inside front facings of the coat outer shell shall incorporate outer shell fabric and Gore RT7100™ PTFE moisture barrier, extending from collar to hem.

17.0 COMMANDO™ COAT (CONTINUED):

17.19 COAT FRONT CLOSURE DESIGN:

The complete outer shell coat front closure design shall consist of a front closure system completely protected by an outside storm flap which shall have its own, independent storm flap closure system.

17.20 STORM FLAP:

A storm flap measuring not less than 5" wide, nor less than 22" in length shall be set on the outside of the right side of the coat opening for maximum thermal protection and clear drainage. The inner lining of the storm flap shall be Gore RT7100 PTFE moisture barrier meeting all requirements for moisture barriers sandwiched between two layers of outer shell fabric.

17.21 FRONT/STORM FLAP CLOSURES:

The front closure shall consist of three/four dee rings set at the extreme right side of the coat front underneath the storm flap with two leather reinforced rivets. Opposite of each dee ring, a corresponding snap hook shall be set with three leather reinforced rivets to the underside of the leading edge of the left coat front. Three glove snaps shall be placed between the inside hook and dee rings to assure proper closure. The storm flap closure shall consist of a 2" wide loop on the inner side of the storm flap and a 2" wide hook attachments on the left coat front. The hook and loop closure shall extend the full length of the outer storm flap eliminating all exposed frontal hardware.

17.22 RADIO POCKET:

17.22.1 The radio pocket shall be 4" wide x 10.5" deep full bellows radio pocket that expands by means of side and front gussets to a thickness of 2.5" in front and back. Radio pocket shall be installed on right chest ½" from the storm flap with the bottom of the pocket 3" below the chest trim.

17.22.2 Pocket shall have top and bottom pocket corners reinforced with a minimum 42-stitch bar tack. Three brass eyelets shall provide drainage of moisture.

17.22.3 Pocket flaps shall be 5.5" x 5" and shall be reinforced at each top corner with bar tacks.

17.22.4 Pocket shall be fully lined on all three sides inside pocket with polycotton lining and Semper Dri™ material.

17.22.5 Pocket flap shall close to the pocket top using 1 piece of 1.5"x 3" hook on flap and 1 piece of 1.5" x 3" loop on pocket arranged such that the flap can easily be grasped by a gloved hand

17.22.6 Pocket flap shall include an antenna notch to accommodate an antenna positioned on the left side of the flap.

17.23 BRAVO HIDDEN HANDWARMER POCKETS:

17.23.1 The bravo hidden handwarmer pockets shall be eight and one half inch by nine inch (8.5" x 9") that expand by means of a 2" pleat. The pockets shall be lined and reinforced with self-fabric 4.5" up on the inside of the pocket with a self-material backer. The pocket shall be set at the bottom of the coat hem and reflective trim shall be set on each pocket. Pockets and flaps shall be set with stitch 301, seam Ssb-2 with the top and bottom pocket corners and top corners of flap reinforced with bar tacks for additional strength. Drainage of moisture to be provided by brass eyelets. Each pocket flap shall measure 3" x 9.5".

17.23.2 Pocket flaps shall close the pocket using two pieces of 1.5" x 2.75" loop horizontally on the pocket and two pieces of 1.5" x 2.75" hook vertically on underside of flap.

17.0 COMMANDO™ COAT (CONTINUED):

17.24 REVERSE SNAP-HOOK:

A reverse snap-hook shall be attached to a 2.5" x 4.5" self-fabric patch. The reverse snap-hook shall be securely riveted with three leather reinforced rivets. The entire combination shall be set to the left chest equal to the height of the radio pocket.

17.25 ID TAG:

17.25.1 The ID tag shall be provided for purpose of identification. The tag shall be constructed of two pieces of 1.5" x 5" hook with a 3" x 5" piece of black Advance shell fabric sewn to it. This tag shall attach to two pieces of 1.5" x 5" loop what shall be sewn to the storm flap above the chest trim.

17.25.2 A 1" wide loop shall be sewn to the coat ½" above the hem trim. The loop shall measure 3" high x 11" wide to be used to attach individual name tags (provided by fire department to fire fighter). One male snap shall be located in each corner of the loop to complete the attachment configuration.

17.26 LETTERING PATCH:

One lettering patch shall be constructed of black advance outer shell fabric and shall be sewn to the yoke of the coat. The patch will be 7.5" vertical, with the horizontal to vary by coat size (must align with the outside edges of the vertical trim). The lettering patch shall have 3" lime/yellow Scotchlite letters (cut from iron on trim) sewn to the lettering patch on the yoke. Letters shall read as follows: HOUSTON (arched on first line), FIRE (straight on second line).

18.0 COMMANDO™ SUPER PANT™

18.1 PANT CONSTRUCTION:

The pant shall be no more than 1" higher in the front than a standard bunker pant with a gradual increase to 2" higher than a standard bunker pant in the rear.

18.2 MOISTURE BARRIER/THERMAL LINER CONSTRUCTION:

18.2.1 The moisture barrier/thermal liner construction design shall be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion. The bottom nine inches of each thermal leg shall be constructed of Semper Dri (3.5 oz./sq. yd. Glide™ (Nomex® filament/spun) face cloth quilted to one layer E-89™ spunlace aramid 85%Nomex®/15% Kevlar® weighing approximately 2.3 oz./sq. yd. With a Teflon® finish. And one layer of apertured (11-13 apertures/sq. inch) E-89™ spunlace aramid 85% Nomex®/15% Kevlar® weighing approximately 1.5 oz./sq. yd with a Teflon® finish (Total weight +/- 7.3 oz./sq. yd.) (1377-059) to deter the wicking of moisture up the thermal liner leg. The waist of the moisture barrier/thermal liner shall be secured to the waist of the outer shell such that when donning the pant a leg may not be accidentally caught between the outer shell and its inner linings along the waist and between the legs of the pant. For added thermal protection in the knee, an additional layer of 1/8" thick, fire resistant closed-cell foam shall be positioned between the moisture barrier and thermal liner.

18.2.2 The moisture barrier/thermal liner shall be completely detachable from the outer shell for ease of cleaning by using snaps. Eight evenly spaced snaps shall secure the liner to the integral waistband; two snaps shall be set in leather leg tabs at each leg end.

18.0 COMMANDO™ SUPER PANT™ (CONTINUED):

18.3 QUILT THERMAL LINER CONSTRUCTION:

The moisture barrier shall be completely sewn to the thermal liner at its perimeter with the breathable membrane oriented inward toward the thermal liner and away from the outer shell. The moisture barrier/thermal liner shall finish no more than 3" from the pant cuffs.

18.4 PANT LINER INSPECTION SYSTEM:

There shall be an opening located on the pant liner system at the right side of the waist separating the thermal barrier and moisture barrier, approximately 7" in length. This opening will provide the ability to completely invert the pant liner to properly view the integrity of the entire liner system. At the opening there shall be a piece of 1" x 3" FR loop sewn to the moisture barrier and a piece of 1" x 3" FR hook sewn to the inside of the outer shell to ensure proper alignment when installing the liner system into the outer shell. This liner inspection system is completely hidden when the liner is properly installed into the outer shell.

18.5 STORM FLY/CLOSURE:

18.5.1 The outer shell shall have an overlapping fly front running the full length of the fly on the left side. The flap shall not be less than 2.5" wide at the waistband. The bottom of the fly shall be reinforced with a 42 stitch bartack.

18.5.2 The storm fly shall be held closed along its length by means of a hook and loop fastener closure 1.5" minimum width, along the leading edge for a distance of not less than 6" from the bottom of the fly closure to the waist area for proper alignment and secure closure. Additionally, one snap shall be positioned at the inside top of the fly as close to the top as possible. A hook and dee ring shall be located at the top of the storm fly closure. The hook shall be 2.5" in length, made of a zinc non-ferrous metal alloy and weigh 1.2 oz. +5%. It shall be securely fastened to the pant by means of a 5/8" wide, treated leather take-up strap looped through the rear of the buckle and triple riveted to the pant shell with leather backed rivets. The dee shall be made of a non-ferrous metal alloy 2" long x 1 1/16" wide. Pant closure shall be provided by #10 brass zipper.

18.5.3 The storm fly shall be outer shell material, lined with a 3.5" strip of Nomex laminated to Gore RT7100 PTFE moisture barrier material to prevent wicking.

18.6 THERMAL FLY ASSEMBLY:

The moisture barrier/thermal liner shall be constructed with an extension on the left side at the waist of all layers of the fly opening to assure continuous thermal and moisture protection. This overlap shall be positioned between the layers of the outside storm fly. A 3/4" wide x 9" long loop fastener shall be sewn to the moisture barrier/thermal liner to engage corresponding hook fastener on the underside of the outside storm fly.

18.7 WAISTBAND:

18.7.1 The waist of the pants shall be reinforced on the inside with two-ply of outer shell fabric material not less than 1.5" in width. The pant waist shall be turned under to provide double material strength with the independent waistband, which shall then be double stitched to the outer shell. Eight suspender buttons shall be appropriately spaced around the waistband to accommodate the use of suspenders.

18.0 COMMANDO™ SUPER PANT™ (CONTINUED):

18.7 WAISTBAND (CONTINUED):

18.7.2 Two waist straps shall be sewn and bar tacked 2 ½" down from the top of the waistband. One strap shall be installed on the right side and one on the left side constructed out of one piece of shell material folded to two layers and sewn to form a 1/2" wide strap. Each strap shall be a minimum of 8 ½" in length. These take-up straps shall have a 5/8" nickel plated postman style slide buckle which shall be attached by a piece of shell material 6" in length folded to form two layers. The strap is sewn to form an attachment strap approximately three 3" in length designed for quick take-up adjustment.

18.8 RADIAL INSEAM BAND:

18.8.1 The pant inseam shall incorporate a comfort/mobility design in all layers. This design shall eliminate crotch seams, providing for a more comfortable fit while decreasing bunching of materials. Mobility shall be gained through this design by increasing leg circumference. This design shall reduce restriction of leg movement.

18.8.2 The banded pant insert shall run continuously from the top of the mobile knee of one leg, through the crotch, to the top of the mobile knee of the opposite leg.

18.9 CUFFS:

The cuff area of the pant shall be reinforced with a binding of outer shell material not less than 2" in total width for greater strength, abrasion resistance, and thermal protection

18.10 FREEDOM KNEE:

The knee shall incorporate a comfort/mobility design in all layers. This design shall allow for a natural bending motion of the knee. The knee shall be outer shell material with a layer of 1/8" thick, fire retardant closed-cell foam between the outer shell and measure 9" across the bottom, not less than 7" on the sides and gradually increase to 12" at the center point at the apex. The apex of the knee shall allow for not less than a 1.5" bellows at the center. The radial seam shall provide a gusset that the knee can fall into when crawling, climbing, bending, kneeling, etc. The bottom of the mobile knee shall be placed not less than 10" from the cuff to fall anatomically correct. For added thermal protection, an additional layer of 1/8" thick, fire retardant closed-cell foam shall be positioned between the moisture barrier and thermal liner.

18.11 FULL BELLOWS POCKETS:

18.11.1 One 10" wide x 10" deep outside full bellows pocket that expands by means of side and bottom gusset to a thickness of 2" in front and back shall be located on the right and left thigh. Pocket shall be split 6" front and 4" back inside pocket with a Kevlar® twill divider.

18.11.2 Pockets shall be fully lined with Kevlar® twill. The twill material shall have no unfinished seams showing.

18.11.3 Pockets shall be set with stitch 301, seam Ssb-2 with the top and bottom pocket corners reinforced with bar tacks for additional strength. Drainage of moisture to be provided by brass eyelets.

18.11.4 Pocket flaps shall be 11" x 5" and shall be reinforced at each top corner with bar tacks.

18.11.5 A hook and loop fastener closure system shall be set with 1.5" x 10" loop fastener on the pocket and two pieces of 1.5" x 2.75" hook fastener on the underside of the flap.

19.0 PROXIMITY PROTECTIVE CLOTHING SPECIFICATIONS SCOPE:

The purpose of this clothing is to provide protection for proximity fire fighting only in protecting the body (excluding: head, hands, and feet) against temperature extremes, steam, hot water, hot particles and other hazards encountered during aircraft fire fighting, bulk flammable liquid fire fighting, and similar situations releasing high levels of radiant heat. This protective clothing is not designed to be kept in direct contact with flames.

20.0 NFPA 1971:

All construction, features, and fabrics in this specification for proximity protective clothing must meet or exceed the requirements of proposed NFPA Standard 1971, 2007 Edition or current edition, OSHA 1910, Subpart L, and Cal-OSHA title 8, Article 10.1, Para 3406. Such features, fabrics, construction, and other details, whether specifically enumerated in this specification or not, is the responsibility of the dealer, agent, manufacturer or other seller. Implied or direct conflicts between this specification and proposed NFPA 1971, 2007 edition or current edition, OSHA, Subpart L, and Cal-OSHA are not the intention of this specification, and will be eliminated by notifying the issuing authority and subsequent alteration of the specification.

21.0 OUTER SHELL MATERIAL:

The outer shell material shall be 8.5 oz./sq. yd. 70% Kevlar®/30% PBI® knit with an aluminized exterior surface.

22.0 MOISTURE BARRIER MATERIAL:

The moisture barrier material shall be Nomex® substrate laminated to a lightweight breathable, Crosstech® (Type 2C), Teflon membrane; weighing 3.75 oz./sq. yd.

23.0 THERMAL LINER MATERIAL:

The thermal liner material shall be 3.5 oz./sq. yd. Glide™ (NOMEX® filament/spun) face cloth quilted to one layer E-89™ spunlace aramid 85%Nomex®/15% Kevlar® weighing approximately 2.3 oz./sq. yd. with a Teflon® finish. And one layer of apertured (11-13 apertures/sq. inch) E-89™ spunlace aramid 85% Nomex®/15% Kevlar® weighing approximately 1.5 oz./sq. yd. with a Teflon® finish. (Total weight +/- 7.3 oz./sq. yd.)

24.0 STRESS POINTS:

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

25.0 SIZES:

Coats shall be made available in even chest sizes with corresponding sleeve lengths available in short, regular, and long. Pant sizes shall be made available for both male and female, even waist sizes with inseam lengths available in extra short, short and regular and long.

26.0 LABELING:

Each garment shall have a garment label(s) permanently and conspicuously attached stating at least the following language, as well as detailed warning instructions provided by the manufacturer.

Do Not Remove This Label

THIS PROXIMITY FIREIGHTING PROTECTIVE GARMENT MEETS THE GARMENT REQUIREMENTS OF NFPA 1971, 2007 EDITION OR CURRENT EDITION. MADE IN THE U.S.A.

27.0 AERO-COMMANDO™ COAT

27.1 COAT CONSTRUCTION:

The coat shall be designed of a three-panel construction in all layers to provide a proper fit. When measured at the center of the back from the collar seam to the hem bottom, the coat shall measure 32" or 35" long (Female sizes 29" long). Sleeves shall be of full length and of shoulder insert, 2-panel type design.

27.2 MOISTURE BARRIER/THERMAL LINER CONSTRUCTION:

27.2.1 The moisture barrier/thermal liner construction design shall be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion. The left and right fronts of the moisture barrier/thermal liner shall be attached to the facings at the front closure of the outer shell. The neck of the moisture barrier/thermal liner shall be secured to the neck of the outer shell collar such that when donning the coat an arm may not be accidentally caught between the outer shell and its inner linings along the neck between the armholes. Liner shall have a 2" wide, 2-ply Crosstech®/Nomex® pajama check extension sewn the full length of the neck. FR loop, 3/4" wide, shall be sewn on extension to tuck into pleat in outer shell collar.

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

27.2.3 The moisture barrier shall be completely sewn to the thermal liner at its perimeter with the breathable membrane oriented inward toward the thermal liner and away from the outer shell. All moisture barrier seams shall be sealed as required by NFPA 1971, 2007 edition or current edition. The moisture barrier/thermal liner shall finish no more than 1" from the cuffs and 3" from the hem.

27.3 MOISTURE BARRIER/THERMAL LINER ATTACHMENT:

The moisture barrier/thermal liner attachment shall be completely detachable from the outer shell for ease of cleaning by the use of hook and loop, zippers, and snaps. There shall be a brass zipper down each front facing, hook and loop along the neck to interface with collar as well as hook and loop and one snap at each sleeve end.

27.4 COAT LINER INSPECTION SYSTEM:

There shall be an opening located on the coat liner system approximately 12" in length at the center back of the neck separating the thermal barrier and moisture barrier. This opening will provide the ability to completely invert the coat liner to properly view the integrity of the entire liner system. There shall be one piece .75"x 4" FR loop sewn to the back side of the liner system with a corresponding piece of .75"x 4" FR hook sewn to the inside of the outer shell to ensure proper alignment when installing the liner system into the outer shell. This Liner Inspection System shall be completely hidden when the liner is properly installed into the outer shell.

27.5 COLLAR:

27.5.1 The collar shall be of three piece contoured four-layer configuration such that when the collar is raised it shall remain standing while providing continuous thermal and moisture protection around the neck and face. To ensure this protection, the two layers of outer shell collar shall be fully lined with one layer of Gore RT7100™ PTFE moisture barrier material and two layers of 1.5 oz. apertured E-89™ thermal liner. The collar shall provide proper interface with liner to insure no moisture penetration through the collar seam to inside of coat.

27.0 AERO-COMMANDO™ COAT (CONTINUED):

27.5 COLLAR (CONTINUED):

27.5.2 The collar shall be contoured and shall completely cover the neck and throat area when in the raised position. Raised height shall be approximately 3" , with a contoured overlap at the front of the coat. Collar closure shall be provided by FR hook and loop 1.5" x 4" , with hook portion sewn on right side of collar, and loop portion sewn on left, set horizontal. Collar shall be of such design so as not to interfere with SCBA facemasks nor helmet.

27.5.3 When examined prior to donning, the turned-up collar shall completely wrap around the front of the neck opening such that left and right collars touch or overlap to maximize facial protection.

27.5.4 The three piece contoured four-layer collar shall be sewn with a pleat on the innermost layer. Pleat shall have ¾" FR hook sewn on the underside to engage the moisture barrier extension on the liner

27.6 THROAT STRAP:

27.6.1 The throat strap shall be of four-layer configuration providing continuous thermal and moisture protection around the neck and face. The throat strap shall be mounted to the right side of the outer shell collar to ensure that when the coat is closed and the collar is raised, the throat strap shall prevent any opening between the left and right collar. The throat strap shall be not less than 22" long and 6" wide, shaped to be compatible with the SCBA face mask, and secured in the stowed position with two pieces of 1.5" x 3" FR loop on the right outside of the collar. One piece of 2" x 8" corresponding FR loop shall be sewn to the outer shell material on the right side of the collar to provide maximum adjustment when wearing an SCBA breathing apparatus mask. The throat strap will close from the right to the left.

27.6.2 For additional protection against steam penetration, the frontal throat strap shall be formed by two) layers of outer shell material with one layer of Crosstech Pajama Check moisture barrier material and one layer of thermal material positioned between the two outer layers.

27.7 HANGER LOOP:

An external hanger loop, constructed of a double layer of outer shell material and reinforced with two 42-stitch bar tacks shall be provided on the outside of the coat at the collar seam. It shall be designed to provide long service and shall not tear or separate from the coat when the coat is hung by the hanger loop, loaded evenly with a weight of 80 lbs. and allowed to hang for one minute

27.8 DRAG RESCUE DEVICE (DRD):

The drag rescue device shall be constructed of a 1 ½ wide Kevlar® strap that shall be installed between the outer shell and the thermal liner. This harness shall have a hand loop (16" in circumference) that exits the outer shell through a 2" polymer coated aramid reinforced slot on the back of the coat just below the collar and is held in place by means of a piece of 1.5" x 2" hook on the strap and a piece of 1" x 2" loop attached to the outer shell. This strap is then secured under a 2" x 5.25" flap that is sewn in at the neck /collar area. Two pieces 1" x 2" loop shall be set vertically on shell to align with two pieces of 1" x 2" hook set vertically to the underside of the flap. The harness is also held in proper alignment by means of a 2" x 2" piece of loop placed on the inside of the outer shell just above the chest trim that corresponds to a piece of 1.5" x 2" hook located on the harness. Two 1" x 3.5" self-fabric straps with 1" x 2" hook on one end and 1" x 2" loop on other end shall be set to coat in the shoulder cap area to keep straps in proper position for use. The drag rescue device provides mechanical leverage for dragging a downed and incapacitated structural firefighter from a life-threatening environment. The design of the harness enables the rescuer to drag the downed firefighter in line with the axis of the firefighter's skeletal frame, in order to decrease the risk of further

injury.

TECHNICAL SPECIFICATIONS FOR PERSONAL PROTECTIVE GEAR FOR THE FIRE DEPARTMENT. CONTINUED:

27.0 AERO-COMMANDO™ COAT (CONTINUED):

27.9 THERMAL REINFORCED YOKE:

The thermal reinforced yoke shall be an additional layer of Semper Dri™ (3.5 oz./sq. yd. Glide™ (Nomex® filament/spun) face cloth quilted to one layer E-89™ spunlace aramid 85%Nomex®/15% Kevlar® weighing approximately 2.3 oz./sq. yd. with a Teflon® finish. And one layer of apertured (11-13 apertures/sq. inch) E-89™ spunlace aramid 85% Nomex®/15% Kevlar® weighing approximately 1.5 oz./sq. yd. with a Teflon® finish. (Total weight +/- 7.3 oz./sq. yd.) (1377-059)). Also an additional layer constructed of two layers of 1/8" thick fire retardant closed cell foam shall be positioned between the moisture barrier and thermal liner for extra thermal protection in a high compression area of the coat. It shall be sewn to the inside of the upper back portion of the thermal liner across the upper back from the back shoulder and collar seams 7" down leaving the bottom and top of the yoke reinforcement open for ventilation from the tops of shoulders and down the front approximately 4" ending at the armhole. The two layers of foam shall extend down the fronts of the sleeves from the armhole to the cuff and continue down the back of the sleeves from the armhole to the cuff excluding the elbow.

27.10 SHOULDER CAPS:

A 4" wide area at the top of the shoulders extending 6" from the collar seam shall be capped with outer shell material for abrasion resistance and thermal protection.

27.11 BELLOWS UNDERARMS:

27.11.1 Bellows underarm construction shall be used in all layers of the coat-outer shell/moisture barrier/thermal liner-ensuring maximum upper body freedom of movement including complete arm mobility when reaching up and/or forward. Bellows construction shall extend to all inner layers of the coat making it possible for the fit and freedom of movement, derived from the outer shell bellows construction, to be passed through the inner layers to the wearer's body.

27.11.2 The outer shell/moisture barrier/thermal liner bellows shoulder construction shall consist of an underarm and shoulder bellows of elongated football shape not less than 8" wide by not less than 15" long sewn into each of the coats fabric layers by two-needle construction. The bellows in each layer shall begin at a point corresponding to the front of the armpit, wrap around under the arm and shoulder joint, and terminate at the rear top of the shoulder

27.12 FREEDOM ELBOW:

The sleeve shall have an insert throughout all layers that shall provide a natural bend in the sleeve. This insert shall be set in the back of each sleeve and shall be a shortened football shape, 6" wide in the middle and 3" wide at the seams. The outer shell insert shall consist of outer shell material for abrasion resistance and thermal protection.

27.13 ELBOW PADDING:

In addition to reinforcement, elbows shall be padded using 1/8" thick, fire retardant closed-cell foam. The reinforcement material shall be oriented between the outer shell and elbow insert reinforcement. There shall also be 7.5 oz Nomex reinforcement inside of sleeve next to user's body.

27.14 SLEEVE WELL:

27.14.1 The sleeve well shall be a combination of Semper Dri™ (3.5 oz./sq. yd. Glide™ (Nomex® filament/spun) face cloth quilted to one layer E-89™ spunlace aramid 85%Nomex®/15% Kevlar® weighing approximately 2.3 oz./sq. yd. with a Teflon® finish. And one layer of apertured (11-13 apertures/sq. inch) E-89™ spunlace aramid 85% Nomex®/15% KEVLAR®

weighing approximately 1.5 oz./sq. yd. with a Teflon® finish. (Total weight +/- 7.3 oz./sq. yd.)

TECHNICAL SPECIFICATIONS FOR PERSONAL PROTECTIVE GEAR FOR THE FIRE DEPARTMENT. CONTINUED:

27.0 AERO-COMMANDO™ COAT (CONTINUED):

27.14 SLEEVE WELL (CONTINUED):

(1377-059))/ Breathable Crosstech® (Type 2C) moisture barrier leader shall be sewn no more than 1" back from the combination liner sleeve end to form a sleeve well. One male snap and one .75" wide strip of FR loop shall be sewn full circumference to the end of the thermal liner/Crosstech® (Type2C) moisture barrier leader to help secure the combination liner to the outer shell. This sleeve well shall prevent water and hazardous materials from entering the sleeve when arms are in a raised position.

27.14.2 The combination liner sleeve ends shall be inserted into the outer shell sleeve ends by means of lining up the male snap then attaching the FR loop fastener of the combination liner sleeve end with the female snap and FR hook fastener of the outer shell cuff. This method of combination liner attachment shall prevent any gaps from occurring between the combination liner and sleeve well during a full range of motion. The combination liner shall extend to within 1" of the sleeve end

27.15 WRISTLETS:

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

27.16 CUFFS:

The cuff of the sleeve shall be reinforced with a binding of outer shell material not less than 3" in total width for abrasion resistance and thermal protection. At least 2" of the cuff reinforcement shall extend down the interior of the outer shell sleeve with a .75" wide strip of FR hook sewn full circumference to the topside of the cuff reinforcement. For added safety, one female snap fastener shall be set in the hook fastener to assist in attaching the outer shell to the moisture barrier/thermal liner.

27.17 THERMAL FRONT PANEL CONSTRUCTION:

There shall be continuous thermal and moisture protection around the entire torso including the storm flap. To ensure this protection, as well as reduce potential for wicking moisture to inside of liner, both right and left inside front facings of the coat outer shell shall incorporate outer shell fabric and Gore RT7100™ PTFE moisture barrier, extending from collar to hem.

27.18 COAT FRONT CLOSURE DESIGN:

The complete outer shell coat front closure design shall consist of a front closure system completely protected by an outside storm flap which shall have its own, independent storm flap closure system.

27.19 STORM FLAP:

A storm flap measuring not less than 5" wide, nor less than 22" in length shall be set on the outside of the right side of the coat opening for maximum thermal protection and clear drainage. The inner lining of the storm flap shall be Gore RT7100 PTFE moisture barrier meeting all requirements for moisture barriers sandwiched between two layers of outer shell fabric.

27.0 AERO-COMMANDO™ COAT (CONTINUED):

27.20 FRONT/STORM FLAP CLOSURES:

The front closure shall consist of three/four dee rings set at the extreme right side of the coat front underneath the storm flap with two leather reinforced rivets. Opposite of each dee ring, a corresponding snap hook shall be set with three leather reinforced rivets to the underside of the leading edge of the left coat front. Three glove snaps shall be placed between the inside hook and dee rings to assure proper closure. The storm flap closure shall consist of a 2" wide loop on the inner side of the storm flap and 2" wide hook attachments on the left coat front. The hook and loop closure shall extend the full length of the outer storm flap eliminating all exposed frontal hardware.

27.21 BRAVO HIDDEN HANDWARMER POCKETS:

27.21.1 The bravo hidden handwarmer pockets shall be an eight and one half inch by nine inch (8.5" x 9") handwarmer pocket that expands by means of a 2" pleat. The pockets shall be lined and reinforced with self-fabric 4.5" up on the inside of the pocket with a self-material backer. The pocket shall be set at the bottom of the coat hem

27.22.2 Pockets and flaps shall be set with stitch 301, seam Ssb-2 with the top and bottom pocket corners and top corners of flap reinforced with bar tacks for additional strength. Drainage of moisture to be provided by brass eyelets.

27.22.3 Each pocket flap shall measure 3" x 9.5". Pocket flaps shall close to the pocket using two pieces of 1.5" x 2.75" loop horizontally on the pocket and two pieces of 1.5" x 2.75" hook vertically on underside of flap

27.22 RADIO POCKET:

27.22.1 The radio pocket shall be 4" wide x 10.5" deep full bellows radio pocket that expands by means of side and front gussets to a thickness of 2.5" in front and back. Radio pocket shall installed on right chest ½" from the storm flap with the bottom of the pocket 3" below the chest trim.

27.22.2 Pocket shall have top and bottom pocket corners reinforced with a minimum 42-stitch bar tack. Three brass eyelets shall provide drainage of moisture.

27.22.3 Pocket flaps shall be 5.5"x 5" and shall be reinforced at each top corner with bar tacks.

27.22.4 Pocket shall be fully lined all three sides inside pocket with polycotton lining and Semper Dri™material.

27.22.5 Pocket flap shall close to the pocket top using one piece of 1.5"x 3" hook on flap and one piece of 1.5" x 3" loop on pocket arranged such that the flap can easily be grasped by a gloved hand

27.22.6 Pocket flap shall include an antenna notch to accommodate an antenna positioned on left side of flap.

27.23 REVERSE SNAP-HOOK:

A reverse snap-hook shall be attached to a 3" x 5" self-fabric patch. The reverse snap-hook shall be securely riveted with three leather reinforced rivets. The entire combination shall be set to the left chest equal to the height of the radio pocket.

27.0 AERO-COMMANDO™ COAT (CONTINUED):

27.24 ID TAG:

The ID tag shall be provided for purpose of identification. The tag shall be constructed of two pieces of 1.5" x 5" hook with a 3" x 5" piece of outer shell fabric sewn to it. This tag shall attach to two pieces of 1.5" x 5" loop which shall be sewn to the storm flap above the chest trim.

28.0 AERO-SUPER PANT™

28.1 NFPA 1971:

All construction, features, and fabrics in this specification must meet or exceed the requirements of proposed NFPA Standard 1971, 2007 Edition or current edition, OSHA 1910, Subpart L, and Cal-OSHA title 8, Article 10.1, Para 3406. Such features, fabrics, construction, and other details, whether specifically enumerated in this specification or not, is the responsibility of the dealer, agent, manufacturer or other seller. Implied or direct conflicts between this specification and proposed NFPA 1971, 2007 edition or current edition, OSHA, Subpart L, and Cal-OSHA are not the intention of this specification, and will be eliminated by notifying the issuing authority and subsequent alteration of the specification.

28.2 PANT CONSTRUCTION:

The pant shall be no more than 1" higher in the front than a standard bunker pant with a gradual increase to 2" higher than a standard bunker pant in the rear

28.3 MOISTURE BARRIER/THERMAL LINER CONSTRUCTION:

28.3.1 The moisture barrier/thermal liner construction design shall be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion. The bottom nine inches of each thermal leg shall be constructed of Semper Dri™ (3.5 oz./sq. yd. Glide™ (Nomex® filament/spun) face cloth quilted to one layer E-89™ spunlace aramid 85%Nomex®/15% Kevlar® weighing approximately 2.3 oz./sq. yd. with a Teflon® finish. And one layer of apertured (11-13 apertures/sq. inch) E-89™ spunlace aramid 85% Nomex®/15% Kevlar® weighing approximately 1.5 oz./sq. yd. with a Teflon® finish. (Total weight +/- 7.3 oz./sq. yd.) (1377-059) to deter the wicking of moisture up the thermal liner leg. The waist of the moisture barrier/thermal liner shall be secured to the waist of the outer shell such that when donning the pant a leg may not be accidentally caught between the outer shell and its inner linings along the waist and between the legs of the pant. For added thermal protection in the knee, an additional layer of 1/8" thick, fire retardant closed-cell foam shall be positioned between the thermal liner and moisture barrier.

28.3.2 The moisture barrier shall be completely sewn to the thermal liner at its perimeter with the breathable membrane oriented inward toward the thermal liner and away from the outer shell. The moisture barrier/thermal liner shall finish no more than 3" from the cuffs.

28.4 MOISTURE BARRIER/THERMAL LINER ATTACHMENT:

The moisture barrier/thermal liner shall be completely detachable from the outer shell for ease of cleaning by using snaps. Eight evenly spaced snaps shall secure the liner to the integral waistband; two snaps shall be set in leather leg tabs at each leg end.

28.0 AERO-SUPER PANT™ (CONTINUED):

28.5 PANT LINER INSPECTION SYSTEM:

There shall be an opening located on the pant liner system at the right side of the waist separating the thermal barrier and moisture barrier, approximately 7" in length. This opening will provide the ability to completely invert the pant liner to properly view the integrity of the entire liner system. At the opening there shall be a piece of 1" x 3" FR loop sewn to the moisture barrier and a piece of 1" x 3" FR hook sewn to the inside of the outer shell to ensure proper alignment when installing the liner system into the outer shell. This liner inspection system shall be completely hidden when the liner is properly installed into the outer shell.

28.6 STORM FLY/CLOSURE:

28.6.1 The outer shell shall have an overlapping fly front running the full length of the fly on the left side. The flap shall not be less than 2.5" wide at the waistband. The bottom of the fly shall be reinforced with a 42 stitch bartack.

28.6.2 The storm fly shall be held closed along its length by means of a hook and loop fastener closure 1.5" minimum width, along the leading edge for a distance of not less than 6" from the bottom of the fly closure to the waist area for proper alignment and secure closure. Additionally, snap shall be positioned at the inside top of the fly as close to the top as possible. A hook and dee ring shall be located at the top of the storm fly closure. The hook shall be 2.5" in length, made of zinc non-ferrous metal alloy and weigh 1.2 oz. +5%. It shall be securely fastened to the pant by means of a 5/8" wide, treated leather take-up strap looped through the rear of the buckle and triple riveted to the pant shell with leather backed rivets. The dee shall be made of a non-ferrous metal alloy 2" long x 1 1/16" wide. Pant closure shall be provided by #10 brass zipper.

28.6.3 The storm fly shall be outer shell material, lined with a 3.5" strip of Nomex laminated to Gore RT7100 PTFE moisture barrier material to prevent wicking.

28.7 THERMAL FLY ASSEMBLY:

28.7.1 The moisture barrier/thermal liner shall be constructed with an extension on the left side at the waist of all layers of the fly opening to assure continuous thermal and moisture protection. This overlap shall be positioned between the layers of the outside storm fly. A 1" wide x 9" long hook fastener shall be sewn to the moisture barrier/thermal liner to engage corresponding loop fastener on the underside of the outside storm fly.

28.7.2 At the bottom of the fly opening, this overlap shall be further secured by means of a bar tack to prevent gapping at the base of the moisture barrier/thermal liner fly when the wearer is kneeling/crawling. This bar tack shall also serve to reinforce the front end of the seat seam if stretched or stressed.

28.8 WAISTBAND:

The waist of the pants shall be reinforced on the inside with two-ply of outer shell fabric material not less than 1.5" in width. The pant waist shall be turned under to provide double material strength with the independent waistband, which shall then be double stitched to the outer shell. Eight suspender buttons with black leather backing shall be appropriately spaced around the waistband to accommodate the use of suspenders.

28.9 SEAT REINFORCEMENT:

A ten inch wide strip of 4.5 oz. Nomex® fabric shall completely encompasses the inside of the shell at the seat and the crotch for additional reinforcement.

TECHNICAL SPECIFICATIONS FOR PERSONAL PROTECTIVE GEAR FOR THE FIRE DEPARTMENT. CONTINUED:

28.0 AERO-SUPER PANT™ (CONTINUED):

28.10 EXTERNAL TAKE-UPS:

Two waist straps shall be sewn and bar tacked 2 ½" down from the top of the waistband. One strap shall be installed on the right side and one on the left side constructed out of one piece of shell material folded to two layers and sewn to form a 1/2" wide strap. Each strap shall be a minimum of 8 ½" in length. These take-up straps shall have a 5/8" nickel plated postman style slide buckle which shall be attached by a piece of shell material 6" in length folded to form two layers. The strap is sewn to form an attachment strap approximately 3" in length designed for quick take-up adjustment.

28.11 RADIAL INSEAM BAND:

28.11.1 The pant inseam shall incorporate a comfort/mobility design in all layers. This design shall eliminate crotch seams, providing for a more comfortable fit while decreasing bunching of materials. Mobility shall be gained through this design by increasing leg circumference. This design shall reduce restriction of leg movement.

28.11.2 The banded pant insert shall run continuously from the top of the mobile knee of one leg, through the crotch, to the top of the mobile knee of the opposite leg.

28.12 FREEDOM KNEE:

The knee shall incorporate a comfort/mobility design in all layers. This design shall allow for a natural bending motion of the knee. The knee shall be outer shell material with a layer of 1/8" thick, fire retardant closed-cell foam between the outer shell and measure 9" across the bottom, not less than 7" on the sides and gradually increase to 12" at the center point at the apex. The apex of the knee shall allow for not less than a 1.5" bellows at the center. The radial seam shall provide a gusset that the knee can fall into when crawling, climbing, bending, kneeling, etc. The bottom of the mobile knee shall be placed not less than 10" from the cuff to fall anatomically correct. For added thermal protection, an additional layer of 1/8" thick, fire retardant closed-cell foam shall be positioned between the moisture barrier and thermal liner.

28.13 CUFFS:

The cuff area of the pant shall be reinforced with a binding of outer shell (option of black leather) material not less than 2" in total width for greater strength, abrasion resistance, and thermal protection.

28.14 FULL BELLOWS POCKETS:

28.14.1 One 10" wide x 10" deep outside full bellows pocket that expands by means of side and bottom gusset to a thickness of 2" in front and back shall be located on the left thigh. One 10" wide x 10" deep outside full bellows pocket that expand by means of side and bottom gusset to a thickness of 2" in front and back shall be located on the right thigh. Pocket shall be split 6" front and 4" back inside pocket with a Kevlar® twill divider

28.14.2 Pockets shall be fully lined with Kevlar® twill. The twill material shall have no unfinished seams showing.

28.14.3 Pockets shall be set with stitch 301, seam Ssb-2 with the top and bottom pocket corners reinforced with bar tacks for additional strength. Drainage of moisture to be provided by brass eyelets.

28.14.4 Pocket flaps shall be 11" x 5" and shall be reinforced at each top corner with bar tacks.

28.14.5 A hook and loop fastener closure system shall be set with 1.5" x 10" loop fastener on the pocket and two pieces of 1.5" x 2.75" hook fastener on the underside of the flap.

29.0 QUICK ADJUST H-BACK SUSPENDERS

Quick adjust H-Back suspenders shall be highly engineered padded, quick release, “ H” Back with traditional brass clips, black suspender designed for greater range of mobility and reduced stress allowing for eight points of attachment to a traditional or contoured waist bunker pant with traditional suspender buttons. Available in Morning Pride sizes 34” (Model SB334), 36” (Model SB336), 42” (Model SB342), and 48” (Model SB348).

30.0 PRICE ADJUSTMENT FOR LINE ITEMS (ITEM NOS. 1 THRU5):

30.1 Direct Cost:

In this section means Supplier’s cost from the manufacturer of any item or if Supplier is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Supplier and Supplier to the City.

30.2 Price Decreases:

30.2.1 If the Supplier’s Direct Cost **decreases** at any time during the term of this award, Supplier shall **immediately** pass the decrease on to the City and lower its prices by the amount of the decrease in Direct Cost.

30.2.2 The Supplier shall notify the City Purchasing Agent of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon City Purchasing Agent’s receipt of Supplier’s notice.

30.3 Price Increases:

30.3.1 Suppliers may request a price increase after twelve months from the bid opening date of the bid received by the City Secretary of the City of Houston. Subsequent price increases may be requested twelve months from the date of the previous approved price increase. The amount of the first increase shall not exceed actual documented increase in Supplier’s Direct Cost and shall not ever be more than 10% above the previous bid price. The amount of the subsequent price increase shall also not exceed this percentage.

30.3.2 To request a price increase, Supplier must submit a letter setting the amount of the increase, along with an itemized list of any increased prices, showing the Supplier’s current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Documentation from the Supplier’s supplier(s) showing the actual dollar increase/decrease to the Supplier must accompany this request. Such documentation from the Supplier’s supplier must clearly show the dollar increase incurred by the Supplier on the applicable award per item bid. The letter and documentation shall be sent to the following address:

**City Purchasing Agent
City of Houston
P.O. Box 1562
Houston, Texas 77251**

30.0 PRICE ADJUSTMENT FOR LINE ITEMS (ITEM NOS. 1 THRU 5) (CONTINUED):

30.3.3 If the City Purchasing Agent approves the price increase, he or she shall notify Supplier in writing; no price increase will be effective until Supplier receives this notice. If the City Purchasing Agent does not approve Supplier's price increase, Supplier may terminate its performance upon **sixty (60) days** advance written notice to the City Purchasing Agent. Termination of performance is Supplier's only remedy if the City Purchasing Agent does not approve the price increase.

30.3.4 If, at any time after approving a price increase, the City Purchasing Agent determines that the City can obtain the same item at a lower price from a different source without violating the State bid laws, the City may then purchase the item from the lower price source without any obligation to the Supplier.

31.0 PRICE ADJUSTMENT FOR PRICE LIST(S) (ITEM NOS. 6 THRU 9):

31.1 The price percentage adjustment bid shall remain firm during the full term of the award. Price adjustments will be determined from the plus or minus percentage applied to the manufacturer's published price list lowest unit price column as originally bid.

31.2 The price list(s) submitted with this bid will be in effect from the date bids are received and opened by the City Secretary. A price list substitution may be made any time after award by City Council. This substitution will be the updated version of the price list submitted with the bid. A letter from the manufacturer stating the new price list submitted is the replacement for the one being replaced must accompany the request. This letter must also state when (date) the new price list was distributed to its distributors/suppliers. **The new price list will not be accepted as a price list substitute if it was distributed and/or in the possession of the Bidder(s) before the bid due date.** A request to substitute the price list(s) with revised price list(s) will be allowed subject to the City Purchasing Agent's approval. Substitute price list(s) may only be later revisions to the original price list(s) bid. Acceptance of any revised price list(s) will be considered after the Supplier submits the following to the City of Houston City Purchasing Agent; Strategic Purchasing Division; P.O. Box 1562; Houston, Texas 77251:

31.2.1 A letter clearly stating **PRICE ADJUSTMENT REQUEST AND NAME AND NUMBER OF THE INVITATION TO BID** in the contents and on the outside of the envelope;

31.2.2 Itemized revised price list indicating effective date; and

31.2.3 Multiple copies of the revised manufacturer's price list(s) for distribution to participating City departments.

31.3 **Price list substitution(s) shall become effective only upon the Supplier's receipt of express written consent from the City of Houston City Purchasing Agent or his designee. Price list substitution(s) shall not be effective until such written consent is received.** If the Supplier submits a request for price list(s) substitution in accordance with the above revisions and the City Purchasing Agent fails to approve such request, the Supplier may terminate its performance upon 60-day advance notification in writing. This will be the Supplier's only remedy in the event a price adjustment is not approved. The effective date of the price list(s) change shall be no earlier than 30-days following receipt of written request by the City unless otherwise stated in the approval letter from the City Purchasing Agent or his designee. **No retroactive price changes will be honored for delinquent requests.** The price in effect on the date of issue of the purchase order establishes the price to be paid.

31.4 The City of Houston's City Purchasing Agent reserves the right to obtain a different source(s) to meet the requirements for any item(s) which has increased in price if said item(s) may be obtained at a lower price and if it is deemed in the best interest of the City to do so.

BIDDER'S QUESTIONNAIRE

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 supplier, for delivering personal protective gear that is similar in size and scope to this solicitation. The reference(s) should be included in the space provided below. Please attach another piece of paper if necessary. If references are not included with the bid, the bidder shall be required to provide such references to the City of Houston within five working days from receipt of a written request from the City of Houston to do so. **Bidder's capability and experience shall be a factor in determining the Supplier's responsibility. Bidder must have references documenting that it has delivered personal protective gear.**

1. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years of Services: _____

2. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years of Services: _____

3. Name: _____
Address: _____
City & State: _____
Name & Phone Number of Contact: _____ Years of Services: _____

SECTION C

CITY OF HOUSTON GENERAL TERMS AND CONDITIONS FOR PERSONAL PROTECTIVE GEAR FOR THE FIRE DEPARTMENT

1.0 TERM OF AWARD:

- 1.1 The term of the award shall be for a sixty (60) month period beginning on or about December 31, 2008. During this period, purchase orders will be issued for items as needed. Any conflict between the terms and conditions as specified herein and said purchase orders; the term and conditions of this award shall govern. The supplier will not perform against the award without first having received an official City of Houston purchase order. While it is the intent to procure goods/services by issuing an Official City of Houston Purchase Order, there will be instances when a Purchasing Card (P-Card) or Petty Cash may be used. **The City requires that the prices awarded be honored on all purchases.**
- 1.2 It is emphasized that the City of Houston does not guarantee to purchase any specific quantity of any item listed; rather, the quantities may vary depending upon the actual needs of the user departments. Supplier shall remain obligated to the City under all clauses of this award that expressly or by their nature extend beyond and survive the expiration or termination of the award, including but not limited to warranties and indemnity provisions hereof.

2.0 SUPPLIER'S DUTY TO PAY:

Supplier shall make timely payments to all persons and entities supplying labor, materials or equipment for the performance of this award. Supplier agrees to protect, defend, and indemnify the City from any claims or liability arising out of Supplier's failure to make such payments. (Disputes relating to payment of MWBE subcontractors shall be submitted to arbitration in the same manner as any other disputes under the MWBE subcontract. Failure of the Supplier to comply with the decisions of the arbitrator may, at the sole discretion of the City, to be deemed a material breach leading to termination of this award).

3.0 PRICE LISTS (ITEM NOS. 6 THRU 9):

3.1 Internet-Based Catalog/Price List

- 3.1.1 It is the City's desire that all price lists be provided electronically; therefore, if the Supplier is submitting a bid on any price list item as an **INTERNET-BASED CATALOG**, it is mandatory that pricing is in a secure format, available to the City of Houston in an **INTRANET** fashion. No custom software should be required to access the electronic catalog. The Supplier shall provide the ability for unlimited amount of users to order via on-line communication with the supplier's computer system by the City of Houston's PC terminals, printers, fax, or telephone. The supplier shall also provide the capability to conduct orders using the City of Houston Charge Cards (i.e. VISA, MASTER CARD, AMERICAN EXPRESS).
- 3.1.2 Supplier shall provide initial and on-going training and the set-up of PCs for City of Houston end-users.
- 3.1.3 Supplier's electronic catalog should include the following features:
- 3.1.3.1 Support open technology and standards such as Open-Buying on the Internet (OBI)
 - 3.1.3.2 Flexible and robust product search methods
 - 3.1.3.3 Account and user profile control including dollar limit processing
 - 3.1.3.4 On-line ordering using a shopping cart utility
 - 3.1.3.5 On-line order/usage history reporting
 - 3.1.3.6 Notification of price changes in accordance to City of Houston terms and conditions
 - 3.1.3.7 Help functions
 - 3.1.3.8 Order processing using the City's Procurement Card

3.0 PRICE LISTS (ITEM NOS. 6 THRU 9) (CONTINUED):

- 3.2 The Supplier shall furnish Price Lists to the Pricing Section of the Strategic purchasing Division for distribution to all ordering departments, divisions and sections of the City of Houston requiring these items. Within ten (10) working days from written notification by the City Purchasing Agent, the Supplier shall furnish to the Pricing Section of the Strategic Purchasing Division, the number of required copies of its price list(s) bid for use by City Departments. Failure to timely furnish such price lists may result in rescinding the award. Each time a Supplier submits a revised price list it shall furnish the number of revised price list(s) required to the Pricing Section within ten working (10) days of such revision. Failure to do so may result in rescinding the award. **THESE PRICE LIST(S) SHALL BE FURNISHED AT NO COST TO THE CITY OF HOUSTON.**
- 3.3 Original, unaltered, manufacturers' price lists and revisions are requested. If all originals cannot be obtained, at least one (1) original plus photocopies of the original price list may be furnished provided each photocopy is certified as a true and accurate unaltered reproduction of the original. Each reproduced price list must have a notarized signature of authority that is certifying on the face thereof the copy is a true and accurate unaltered reproduction of the original. Although copies may be accepted, **IT IS A MANDATORY REQUIREMENT TO SUBMIT AT LEAST ONE (1) ORIGINAL PRICE LIST OR ACCESS TO THE MANUFACTURER'S INTERNET BASED CATALOG IN ORDER FOR YOUR BID TO BE CONSIDERED FOR AWARD RECOMMENDATION.**
- 3.4 A MINIMUM OF FIVE (5) PRICE LISTS WILL BE REQUIRED FOR EACH ITEM AWARDED FROM THE SUCCESSFUL SUPPLIER(S) PRIOR TO AWARD. **THIS IS ONLY A MINIMUM REQUIREMENT OF THE NUMBER OF PRICE LISTS AND IS SUBJECT TO INCREASE ACCORDING TO THE REQUIREMENTS OF THE DEPARTMENTS.** THE SAME OR LIKE QUANTITIES WILL BE REQUIRED FOR SUBMITTAL OF REVISED PRICE LISTS.
- 3.5 Price lists furnished for these items shall include but shall not be limited to OEM descriptive catalogs and/or supplemental publications that clearly define each part number cost. Electronic media versions are preferred.
- 3.6 **THE CITY OF HOUSTON RESERVES THE RIGHT TO DUPLICATE THE PRICE LISTS AWARDED FOR DISSEMINATING TO THE DEPARTMENTS.**

4.0 ADDENDA TO PRICE LIST(S) (ITEM NOS. 6 THRU 9):

If addenda containing new parts not listed in the price list(s) submitted with the original bid are received by the Supplier from the manufacturer, the Supplier may submit the addendums having new items identified by part number reference and highlighted in addenda price lists for easy identification to the City Purchasing Agent for consideration. The City Purchasing Agent will allow addenda only upon written acceptance and only new items may be added. No item(s) presently listed in the Price List(s) will be considered from these addenda. All such addenda shall be subject to the requirements of Section 252.048 of the Texas Local Government Code.

5.0 INVOICING:

- 5.1 In order to expedite payment all invoices must be submitted in triplicate, itemized as to quantity, part number, description, and applicable discount (if any) in the same order and form as in the City of Houston Purchase Order. Variations will only delay payment. In addition, invoices must show the name of the Department, Division or Section to which the merchandise was delivered, and the City of Houston Purchase Order Number.
- 5.2 All delivery tickets must have a description of the commodity delivered.
- 5.3 Mail invoices to the Accounts Payable Section of the department and to the address, as noted on individual purchase orders.
- 5.4 Delivery tickets and packing slips shall contain the same information as the invoice.
- 5.5 All packing slips and delivery tickets must be signed by the receiving employee and must show his/her City employee number.

6.0 PAYMENT:

Payment is due thirty (30) days after the City has approved the invoice or after the City has accepted the goods, whichever occurs later.

7.0 INSPECTIONS AND AUDITS:

- 7.1 The City reserves all rights to review all payments made to Suppliers by auditing at a later date. Subject to such audit, any overpayments may be recovered from the Supplier.
- 7.2 Representatives of the City have the right to examine the books of all subcontractors and/or suppliers supplying goods and/or services under the prime award insofar as those books and records relate to performance under the prime award.
- 7.3 City representatives may have the right to perform, or have performed, (1) audits of Supplier's books and records, and (2) inspections of all places where work is undertaken in connection with this award. Supplier shall keep its books and records available for this purpose for at least three years after this award terminates. This provision does not affect the applicable statute of limitations.

8.0 SILENCE OF SPECIFICATIONS:

The apparent silence of these specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of these specifications shall be made on the basis of this statement. The Bidder shall be an established Supplier of the items bid.

9.0 SPECIFIED EQUIPMENT, OR EQUIVALENT:

- 9.1 Wherever in the specifications any materials or processes are indicated or specified by patent of proprietary name and/or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating descriptions of the performance, materials and/or processes desired and shall be deemed to be followed by the words, "or equivalent", if not so stated in the specifications herein.
- 9.2 The burden of proof shall rest with the Bidder, in the course of a technical evaluation, to prove that the proposed item(s) are equivalent to the performance, materials, processes, or articles specified. **DETERMINATION AS TO WHETHER THE ITEM(S) BID IS/ARE EQUIVALENT TO THOSE SPECIFIED SHALL REST SOLELY WITH THE CITY PURCHASING AGENT AND THE RECEIVING DEPARTMENT.**

10.0 DELIVERIES:

- 10.1 The Supplier agrees to make deliveries only upon receipt of duly signed and approved Purchase Orders issued by the City of Houston City Purchasing Agent or designee. Delivery made without such Purchase Order shall be at Supplier's risk and shall leave the City the option of canceling any award implied or expressed herein.
- 10.2 Unless otherwise stated in the Bid Form or Specifications, deliveries must consist only of new and unused merchandise.
- 10.3 Full tare must be allowed and no charges made for packages.
- 10.4 In the event that the deliveries of the supplies covered in the solicitation are not made within the number of days specified, or in the event that the supplies delivered are rejected, and are not removed and replaced within the number of days specified in the official notice of rejection, the City reserves the right to terminate. The defaulting Supplier will be deemed non-responsible and will be disqualified from bidding on the solicitation if it is re-let by the City within ninety (90) days of such termination.
- 10.5 Structural coats, pants, and suspenders have a 45 calendar day delivery requirement.
- 10.6 Proximity coats, pants, and suspenders have a 60 calendar day delivery requirement.
- 10.7 Gloves, hoods, boots, helmets and accessories, including items not of normal size have a 15 calendar day delivery requirement.

GENERAL TERMS AND CONDITIONS FOR PERSONAL PROTECTIVE GEAR FOR FIRE DEPARTMENT, CONTINUED:

10.0 DELIVERIES (CONTINUED):

10.8 The Houston Fire Department will not accept any structural/proximity gear with a manufacturer date of over 90 days prior to delivery.

11.0 SHIPPING TERMS:

Prices shall be F.O.B. Destination to the delivery location designated herein or on a purchase order. The Supplier shall retain title and control of all goods until they are delivered and the award of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Supplier. The Supplier shall file all claims for visible or concealed damage. The City will notify the Supplier promptly of any damaged goods and shall assist the Supplier in arranging for inspection.

12.0 MATERIALS:

The items furnished shall be the latest product in production to commercial trade, and shall be of the highest quality as to materials used. The Supplier furnishing these items shall be experienced in the production of such items and shall furnish evidence of having supplied similar items, which have been in successful operation. The Bidder shall be an established Supplier of the items bid.

13.0 RESTOCKING (EXCHANGES AND RETURNS):

There will be no restocking charge to the City for return or exchange of any item purchased under the terms of this award. If the City wishes to return items purchased under this award, the Supplier agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Supplier within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Supplier shall invoice the City for increase price or provide the City with a credit or cash refund for any decrease in price. On items returned, a credit or cash refund will be issued by the Supplier to the City. This return and exchange option shall extend for thirty (30) days following the expiration date of the award. All items returned by the City must be unused and in the same merchantable condition as when received. **Items that are special ordered and/or stocked by the Supplier at the specific request of the City may be returned only upon approval of the Supplier.**

14.0 ADDITIONS & DELETIONS:

The City, by written notice from the City Purchasing Agent to the Supplier, at any time during the term of this award, 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 award shall be in accordance with the solicitation specification/scope of services, and the charges or rates for items added shall be the same as specified on the bid form. In the event additional equipment, supplies, locations and/or services are not identical to the item(s) already awarded, the charges therefore will then be the Supplier's normal and customary charges or rates for the equipment, supplies, locations and/or services classified on the bid form.

15.0 FORCE MAJEURE

15.1 Timely performance by both parties is essential to the award. However, neither party is liable for delays or other failures to perform its obligations 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.

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

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

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

15.3 The City may perform or solicit functions itself during periods of Force Majeure. Such performance does not constitute a default or breach of this award by the City.

GENERAL TERMS AND CONDITIONS FOR PERSONAL PROTECTIVE GEAR FOR FIRE DEPARTMENT, CONTINUED:

15.0 FORCE MAJEURE(CONTINUED):

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

16.0 SAMPLES:

16.1 If requested by the City, the two apparent low Bidders will be required to submit samples of the items proposed within fourteen (14) days of such request. Suppliers shall furnish at their expense 12 complete sets of sample gear to be field evaluated. Each set will consist of a coat, pants, suspenders, gloves, boots, and helmet. Field Evaluations will be conducted as follows: Groups of eight firefighters will test gear, and if necessary four different firefighters will reevaluate gear. Sample gear will be due two weeks from the date of the City's request for samples. Firefighters will be made available for sizing. Sample gear will be tested for three to six months. All samples will be will be used to determine if the proposed items meet the specifications stated herein.

16.2 **If the Bidder fails to provide samples within the 14 day period, as required, the City may reject your bid and not consider it for further evaluation.**

16.3 These samples, if not subject to destructive testing, will be returned to the supplying Supplier. A notice will be mailed to the Supplier when samples are ready to be released by the City. Supplier will have fourteen (14) days to redeem the samples. If samples are not redeemed within this time period the City cannot be responsible for condition or loss of the subject items.

17.0 WARRANTY:

17.1 "Acceptance" as used in this clause, is defined in TEX.BUS & COM. CODE ANN § 2.606 (Vernon 1991).

17.2 Successful supplier warrants that all products are free of defects in material and workmanship and that they will perform in accordance with manufacturer's specifications for the lifetime of the garment after the City's acceptance.

18.0 FOAM REPLACEMENT:

Successful supplier agrees to pay for labor, materials and other costs associated with repairing or replacing any foam reinforcement during the life of the award with the Houston Fire Department at no cost to the City.

18.0 RELEASE:

PRIME 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.

19.0 INDEMNIFICATION:

19.1 PRIME 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, ATTORNEYS' 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:

- (1) PRIME SUPPLIER'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "PRIME SUPPLIER") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

19.0 INDEMNIFICATION (CONTINUED):

- (2) THE CITY'S AND PRIME SUPPLIER'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PRIME SUPPLIER IS IMMUNE FROM LIABILITY OR NOT; AND
- (3) THE CITY'S AND PRIME SUPPLIER'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PRIME SUPPLIER IS IMMUNE FROM LIABILITY OR NOT.

19.2 PRIME SUPPLIER SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. PRIME SUPPLIER'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. PRIME SUPPLIER SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

19.3 INDEMNIFICATION PROCEDURES:

- (1) Notice of Claims. If the City or Prime 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:
 - (a) a description of the indemnification event in reasonable detail,
 - (b) the basis on which indemnification may be due, and
 - (c) the anticipated amount of the indemnified loss.

This notice does not estop 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 Supplier is prejudiced, suffers loss, or incurs expense because of the delay.

(2) Defense of Claims

- (a) Assumption of Defense. Prime 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 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 Supplier must advise the City as to whether or not it will defend the claim. If Prime Supplier does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.
- (b) Continued Participation. If Prime 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 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 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.

20.0 WORKER'S COMPENSATION INSURANCE:

On any City award with a labor component or any award where Supplier delivery people make deliveries for City sites, Worker's Compensation Insurance as shown in the Insurance Section is required.

21.0 INSURANCE:

21.1 If performance of this award requires Supplier to provide labor in addition to supplies, labor and materials, the Supplier shall have and maintain in effect insurance coverage and furnish certificates of insurance showing the City as an additional insured, in duplicate form, prior to the beginning of the award. The City shall be named as an additional insured on all such policies except Worker's Compensation. **The issuer of any policy shall have a Certificate of Authority to transact insurance business in the State of Texas or 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 of Best's Key Rating**

21.0 INSURANCE (CONTINUED):

Guide, Property-Casualty United States. Comprehensive General Liability including Contractual Liability and Automobile Liability insurance shall be in at least the following amounts: Automobile Liability Insurance for autos furnished or used in the course of performance of this award including Owned, Non-owned, and Hired Auto coverage (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto coverage.) If no autos are owned by Supplier, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Supplier, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS AWARD MUST BE COVERED IN THE LIMITS SPECIFIED - \$1,000,000.00 Combined Single Limit.

21.2 Worker's Compensation including Broad Form All States endorsement shall be in statutory amount.

21.3 All insurance policies required by this award shall require on their face or by endorsement, that the insurance carrier waive any rights of subrogation against the City, and that it shall give thirty (30) days written notice to the City before they may be cancelled. Within such thirty (30) day period Supplier, covenants that it will provide other suitable policies in lieu of those about to be cancelled so as to maintain in effect the coverage required under the provisions hereof. Failure or refusal of the Supplier to obtain and keep in force the above-required insurance coverage shall authorize the City, at its option, to terminate this award at once.

21.4 ONLY UNALTERED ORIGINAL INSURANCE CERTIFICATES, EXCLUDING ANY ALTERATION AND INITIALS REGARDING CANCELLATION WHICH IS MADE TO MEET CITY REQUIREMENTS, AS ENDORSED BY THE UNDERWRITER ARE ACCEPTABLE. PHOTOCOPIES ARE UNACCEPTABLE.

22.0 SUCCESSORS AND ASSIGNMENTS:

Supplier may not assign this award or dispose of substantially all of its assets without the written consent of the City Purchasing Agent. Supplier's failure to obtain such consent shall be an event of default, authorizing the Purchasing Agent to terminate this award according to its terms.

23.0 MINORITY AND WOMEN BUSINESS ENTERPRISES:

23.1 These provisions apply to goal-oriented contracts. A goal oriented contract means any contract awarded for the supply of goods or non-professional services of approximately \$100,000.00 for which competitive bids are required by law and which the City Purchasing Agent has determined to have City of Houston Certified MWBE subcontracting potential.

23.2 Prime Supplier agrees to comply with the City's Minority and Women Business Enterprise programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances insofar as such programs apply to this Contract. Prime Supplier further agrees that it will make good faith efforts to award subcontracts or supply agreements in at least **0%** of the value of this Contract to Minority and Women-owned Business Enterprises certified by the City's Affirmative Action Division. In addition, Prime Supplier acknowledges that it has reviewed the requirements for good faith efforts that are on file with the City's Affirmative Action Division, is familiar with such requirements, and will comply with them.

23.3 Prime Supplier shall require written subcontracts with all MWBE subcontractors and suppliers, which must contain the terms, set out in the documents attached herein. If Prime Supplier is an individual person (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is \$50,000 or less, then the subcontract must also be signed by the attorneys of the respective parties.

23.4 Refer to the "City of Houston Goal-Oriented Minority and Women Business Enterprises Contract Provisions" attachment, which is incorporated in the specifications herein by this reference for all purposes, for more detailed information on this requirement.

24.0 TAXES:

The City is exempt from the Federal Excise and Transportation Tax, and the limited Sales and Use Tax. Unless the Bid Form or Specifications specifically indicate otherwise, the price bid must be net exclusive of above-mentioned taxes, and will be so construed. A Supplier desiring refunds of, or exemptions from, taxes paid on merchandise accepted by the City, must submit the proper forms, and the City Purchasing Agent, if satisfied as to the facts, will approve or issue the necessary certificates.

25.0 AWARD:

- 25.1 The City reserves the right to consider and make awards of bids on articles of similar nature that will in all respects serve the purpose for which the purchase is being made. The City reserves the right to be the sole judge as to whether such articles will serve the purpose.
- 25.2 Unless otherwise specified, the City reserves the right to accept or reject in whole or in part any bid submitted or to waive any informality for the best interest of the City.

26.0 REJECTIONS:

- 26.1 Articles not in accordance with samples and specifications must be removed by the Supplier and at his expense. All disputes concerning quality of supplies delivered under this invitation to bid will be determined by the City Purchasing Agent or designated representative.
- 26.2 All articles enumerated in the invitation to bid shall be subject to inspection on delivery by an officer designated for the purpose and if found inferior to the quality called for, or not equal in value to the Department's samples, or deficient in weight, measurements, workmanship or otherwise, this fact shall be certified to the City Purchasing Agent who shall have the right to reject the whole or any part of the same.

27.0 BRAND NAME

Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other Suppliers, but are intended to approximate the quality design or performance, which is desired. Any bid, which proposes like quality, design or performance, will be considered. Equivalent products will be considered, provided a complete description and product literature is provided. Unless a specific exception is made, assumption will be that the item is bid exactly as specified on the Invitation to Bid.

28.0 CHANGE ORDER

- 28.1 At any time during the term of the award, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent 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 award. The Supplier shall furnish the services or deliverables in the Change Order in accordance with the requirements of this award plus any special provisions, specifications, or special instructions issued to execute the extra work.
- 28.2 The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent will issue the Change Order in substantially the following form:

CHANGE ORDER

TO: [Name of Supplier]
FROM: City of Houston, Texas (the "City")
DATE: [Date of Notice]
SUBJECT: Change Order under the award between the City and [Name of Supplier]

Subject to all terms and conditions of the award, the City requests that Supplier 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 upon written notice to the City Purchasing Agent]

28.0 CHANGE ORDER (CONTINUED):

- 28.3 The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may issue more than one Change Order, subject to the following limitations:
- 28.3.1 Council expressly authorizes the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent, to approve a Change Order of up to \$25,000. A Change Order of more than \$25,000 over the approved awarded amount must be approved by the City Council.
 - 28.3.2 If a Change Order describes items that Supplier is otherwise required to provide under this award, the City is not obligated to pay any additional money to Supplier.
 - 28.3.3 The total of all Change Orders issued under this section may not increase the original award amount by more than 25%.
- 28.4 Whenever the Supplier receives a Change Order, Supplier shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Supplier shall complete the work within the time prescribed. If no time for completion is prescribed, Supplier shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Supplier is required to perform, Supplier 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.
- 28.5 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 award and is subject to the terms and conditions of the original award as if it had originally been a part of the award.

29.0 TERMINATION OF AWARD

- 29.1 By the City for Convenience:

The City Purchasing Agent may terminate this award at any time upon 30-calendar days notice in writing to the Supplier. Upon receipt of such notice, Supplier shall, unless the notice directs otherwise, discontinue all services in connection with the performance of the award and shall proceed to cancel promptly all existing orders and awards insofar as such orders and awards are chargeable to this award. As soon as practicable after the receipt of notice of termination, the Supplier shall submit a statement to the appropriate department(s) showing in detail the services performed or items delivered under this award to date of termination. The City agrees to compensate the Supplier for that portion of the prescribed charges for which the services were actually performed or items delivered under this award and not previously paid.

- 29.2 By the City for Default by Supplier:

- 29.2.1 In the event that the materials and/or services furnished by the Supplier do not conform to the standard set forth herein, or if the deliveries and servicing of this award do not conform to the requirements detailed herein, the City through a written notice from the Purchasing Agent to the Supplier describing such default may as its options:
- (a) Terminate the award for default and the City shall have no further obligation under the award.
 - (b) Allow the Supplier to cure default within a reasonable time as specified in the notice. The City, at its sole option, may extend the proposed date of termination to a later date. If prior to the proposed date of termination, Supplier cures such default to the City's satisfaction, then the proposed termination shall be ineffective. If Supplier fails to cure such default prior to the proposed date of termination, then the City may terminate its performance under this award as of such date and have no further obligation under the award.
- 29.2.2 In the event of failure to deliver any or all of the items or to perform required services, the City may cover its loss by reasonably procuring from another source the items not delivered or the services not performed. Supplier shall be responsible for and shall pay to the City immediately upon demand the difference in price between that offered by the Supplier and that which the City was forced to pay for covering Supplier's failure to deliver or perform services.

29.0 TERMINATION OF AWARD (CONTINUED):

29.3 By the Supplier for Default by City:

- 29.3.1 Default by the City shall occur if the City fails to perform or observe the terms and conditions of the award required to be performed or observed by the City, and the Supplier gives notice in writing to the City within 30 calendar days of the act or omission claimed by the Supplier to constitute default on the part of the City.
- 29.3.2 Upon receipt of such notice in writing from the Supplier, however, the City shall have 30 calendar days to cure such default. The Supplier, at its sole option, may extend the proposed date of termination to a later date.
- 29.3.3 If City cures such default prior to the proposed date of termination, the proposed termination shall be ineffective. If the City fails to cure such default prior to the proposed date of termination, then the Supplier may terminate its performance as of such date.

30.0 PATENTS

The Supplier agrees to indemnify and save harmless the City, the City Purchasing Agent and assistants from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted, upon request of the City Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used

31.0 SUPPLIER DEBT

If Supplier, at any time during the term of this award, 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 Supplier has incurred a debt, she shall immediately notify Supplier in writing. If Supplier 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 Supplier under this award, and Supplier waives any recourse therefore.