



ORIGINAL

**CITY OF LEAGUE CITY
NOTICE TO BIDDERS**

**BID# 14-012
FIREFIGHTER STRUCTURAL PPE BLOODBORNE PATHOGEN
RESISTANT GEAR (BUNKER GEAR)**

The City of League City is now accepting sealed bids for the purchase of Firefighter Structural PPE Bloodborne Pathogen Resistant Gear (Bunker Gear). Forms furnished by the City of League City may be obtained without deposit from:

City of League City
Purchasing Department
300 West Walker
League City, TX 77573
Mon-Thurs. 8:00 a.m. to 12:00 p.m. and 1:00 p.m.-5:00 p.m.
Fridays 8:00 a.m.- 12:00 p.m.

The complete bid packet may also be downloaded from the City's website at www.leaguecity.com.

All sealed bids shall be submitted including one marked original and one duplicate on the original forms and clearly marked with bid number and description. Bids sent via courier must be sealed in a separate envelope inside of the mailer.

Bids will be received at the **Purchasing Office, 300 West Walker, League City, TX 77573** until **3:00 p.m. February 13, 2014**.

No late bids will be considered.

The bids will be opened and publicly read immediately after the closing hour.

The City of League City reserves the right to reject any and all bids, to waive irregularities, and to accept the bid deemed the most advantageous to the City.

All inquiries about this bid or specifications must be made to Jeff Spears, Contract Administrator at 281-554-1334.

PUBLISHED: January 30, 2014
February 6, 2014





Bidder Must Fill In & Sign
Name of Firm, Company

MES - TEXAS

Agent's Name

TEXAS CUSTOMER SERVICE

Agent's Title

16511 Hedgecroft, Suite 200

Mailing Address

Houston TX 77060

City

State

Zip

281-442-9190

Telephone

281-442-9199

Fax No.

lstephens@mcsfire.com

Email address:

BID TITLE: FIREFIGHTER BUNKER GEAR

BID NUMBER: 14-012

BID OPENING DATE: February 13, 2014 @ 3:00 P.M.

LATE BIDS WILL NOT BE CONSIDERED.

[Signature]
AUTHORIZED SIGNATURE

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES. BIDDER HAS READ AND AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION TO BID. PURCHASES MADE FOR CITY USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL EXCISE TAX. DO NOT INCLUDE TAXES IN YOUR BID. BIDDER GUARANTEES PRODUCT OFFERED SHALL MEET OR EXCEED MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

Item	Mfr Model	Qty	Retail Cost \$ Ea	Item Total, \$
Coat		15	-	-
Coat Add Options	<u>LTO-64I3 - TAILS</u>	15	<u>1,397.00</u>	<u>20,955.00</u>
Pant		15	-	-
Pant Add Options	<u>LTO-64I3 - PANTS</u>	15	<u>958.00</u>	<u>14,370.00</u>
Windows-compatible asset tracking software				<u>- 0 -</u>
Initial software installation & training				<u>- 0 -</u>
Maximum delivery time for any ordered garment during the entire contract period				<u>30-40 DAYS ARO</u>
Total Cost, US\$ for first year of contract				<u>35,325.00</u>
Any additional costs for the remainder of the contract period must be included on a separate page with specific cost breakdowns and written explanations for each additional cost.				<u>N/A</u>

"By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business."

TERMS AND CONDITIONS

1. The City of League City will accept **sealed bids** Monday through Friday, 8:00 a.m. – 12:00 p.m. and 1:00 p.m. – 5:00 p.m. Purchasing Department is **closed** from 12:00 p.m. to 1:00 p.m. Bids must be received by the PURCHASING DEPARTMENT before the specified hour and date of the opening. At that time the bids will be publicly opened and read aloud.
2. All sealed bids should be submitted on the original forms provided including one marked original and one marked duplicate. Each bid must be sealed and should be placed in a properly identified envelope with bid number, time and date of bid opening.
3. Late bids will be UNOPENED. Late bids will not be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval, and based on a written acceptable reason.
5. The City of League City reserves the right to revise or amend the specifications prior to date set for opening bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective bidders. If bidder demonstrates just reason for a change, the City of League City must have at least five working days notice prior to bid opening date.
6. **Should bidder find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, bidder should at once notify the Purchasing Department and obtain clarification prior to submitting a bid.**
7. **QUOTE F.O.B. destination.** Price should include all costs including shipping, handling, and other related costs. Bid unit price on quantity specified – extend and show total. In case of errors in extension, **UNIT prices shall govern.** Bids subject to unlimited price increases will not be considered.
8. Bid offered shall be valid for ninety (90) days from opening date.
9. The City of League City is exempt from taxes. **DO NOT INCLUDE TAX IN BID.**
10. The City of League City reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing and stating termination date.
11. Bidder **MUST** give full firm name and address. Person signing bid should show **TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT.** Authorized signature should appear on each page of the bid, in the space provided.
12. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bidder must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items bid shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.
13. If the brochure or information included with your bid **does not exactly** describe the item to be furnished, then notes in the attached form, "EXCEPTIONS TO BIDDER'S PROPOSAL," must explain the difference. Comments in this form signify that your proposal takes exception to the stated specifications. Exceptions taken may be just cause to disqualify bid.
14. NO substitutions or cancellations permitted without written approval of the City of League City.
15. All bidders **must meet or exceed the minimum specifications** to be considered as a valid bid. The City of League City reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City of League City.
16. **DELIVERY:** Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless prior approval for late delivery has been obtained.
17. Consistent and continued tie bidding could cause rejection of bids by the City of League City and/or investigation for Anti-Trust violations.
18. If a bid contains proprietary information, the Bidder must declare such information as proprietary if Bidder does not want information to become public.
19. The Contractor/Supplier agrees to protect the City of League City from claims involving infringement of patents or copyrights.
20. Purchase order number should be on original invoice and invoice sent to the City of League City, 300 West Walker, League City, TX 77573; Attn: Accounts Payable.
21. The City of League City shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of League City shall constitute all items bid being received and in good working order to the City of League City's satisfaction.

PRICE REVISION CLAUSE – ANNUAL CONTRACTS

The City of League City desires firm prices for the full contract period. It is recognized by the City of League City that qualified vendors may face unforeseen price changes from manufacturers. Unit price changes due to increases or decreases from the manufacturer will be considered "pass-on" costs. "Pass-on" increases must be verified in writing by manufacturer and will be considered during the term of the contract. **NOTE: THE CITY OF LEAGUE CITY MUST HAVE THIRTY (30) DAYS WRITTEN NOTICE PRIOR TO ANY INCREASE OF EXISTING PRICES.**

INCREASES

Permissible price revisions in any event shall not exceed the actual unit cost or percentage cost revisions from the manufacturer. It will ordinarily be the policy of the City of League City to accept manufacturer price increases, when the amount of such increase is reasonable. However, the City of League City reserves the right to obtain a different source or sources to such item or items which have been increased in price.



DECREASES

If a vendor does take advantage of this "Price Revision Clause" the City of League City will expect any decreases in cost from the manufacturer during the term of the contract to lower the city's price for such item or items.

GENERAL SPECIFICATIONS

INTENT: The purpose of these specifications is to describe the minimum requirements of the City of League City for this project.

Any governmental entity that has an Inter-Local Agreement with the City of League City shall be allowed to utilize this contract if there is a mutual agreement between the entity and the contractor. Any usage by any entity from this contract shall be between successful supplier and the individual entity, and shall not affect the award of this bid.

REQUIREMENTS: Any variance in any item must be specified clearly under the exceptions to bidder's proposal by bidder in order to have a valid bid. Any exceptions taken may be just cause for disqualification.

GENERAL CONDITIONS: Sections must be filled out completely. The bid shall be awarded in whole to the vendor who provides goods or services at the best value for the City.

WARRANTY: Bidder shall provide warranty or guarantee offered for product.

ORDERING DATA: A Purchase Order Number shall be issued at time of order and prior to commencement of any work.

QUANTITIES: Proposed quantities are and may be subject to additions and/or deletions prior to award. The quantities listed in the bid schedule will be considered an approximate and will be used for the comparison of bids. The City of League City reserves the right to increase or decrease quantities for any item dependent on available funding during the entire term of this contract. Items will be considered separately and may be awarded as such.

ACCEPTANCE AND NONCONFORMING STANDARDS: All deliveries shall be accepted subject to inspection, count and/or testing. A waiver on one occasion does not constitute a waiver on future occasions.

EVALUATION CRITERIA: Award of contract does not obligate the Buyer to order or accept more than Buyer's actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds. Contract may be awarded to the bidder who provides goods or services at the best value for the City of League City, in determining best value for the City, we can consider:

- The purchase price.
- The reputation of the bidder and bidder's services.
- The quality of the bidder's goods or services.
- The extent to which the goods and services meets the City's needs.
- The bidder's past relationship with the City.
- The impact on the ability of the City to comply with laws and rules relating to contracting with underutilized businesses (HUB) and non-profit organizations employing persons with disabilities.
- The total long-term cost to the City to acquire the bidders goods and services.

- Any relevant criteria specifically listed in the request for bids or proposals.

The City of League City reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interest of the City of League City.

NON-FUNDING CLAUSE: The City of League City's budget is funded on an October 1st to September 30th fiscal year basis. Accordingly, the City of League City reserves the right to terminate this contract by giving Bidder thirty (30) days written notice, without liability to the City, in the event that funding for this contract is discontinued or is no longer available.

INSURANCE REQUIREMENTS: BIDDER SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE INVITATION TO BID, OR PRIOR TO AWARD OF BID. BIDDER OR BIDDER'S INSURANCE AGENT SHALL INCLUDE BID NUMBER AND DESCRIPTION OF BID ON THE CERTIFICATE OF INSURANCE. THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

INDEMNITY AGREEMENT:

THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

COMPLIANCE WITH LAWS: Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Galveston County, Texas, where venue for any proceeding arising hereunder will lie.

SILENCE OF SPECIFICATIONS: The apparent silence of 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 shall be used. All interpretations of specifications shall be made on the basis of this statement.

ASSIGNMENT: The successful bidder may not assign, sell or otherwise transfer this contract without prior written consent of the City Council of the City of League City.

SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

ETHICS ACKNOWLEDGEMENT

Any vendor or contractor entering into this contract or agreement with the City of League City, Texas expressly acknowledges that it has familiarized itself with the provisions of Section 2-34(i) of the Code of Ordinances of the City of League City which provides, among other things, that if within two years after the commencement of this contract or agreement the vendor or contractor hires a city official, former city official, appointed city officer, former appointed city officer, appointed city executive employee, or former appointed city executive employee or a city employee who, while acting in such capacity, had substantial and personal involvement with the negotiation of this contract or agreement, then this contract or agreement shall, at the option of the City Manager, be cancelled and/or the vendor or contractor shall be barred from additional contracting with the City of League City for a period of three years.

CONFLICT OF INTEREST: Chapter 176 of the Texas Local Government Code requires that any person, who enters or seeks to enter in to a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government entity and who has an employment of other business relationship with a local government officer or family member of the officer, as described by Texas Local Government Code Section 176.006, shall file a completed conflict of interest questionnaire with the City within seven (7) business days after the later of:

1. the date the person begins discussions or negotiations to enter in to a contract, including submission of a bid or proposal, or
2. the date the person becomes aware of facts that require the statement to be filed. Additional information and the form to be used to file this notice can be found at:

www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

CONTRACT TERMINATION: The City of League City reserves the right to terminate this contract for any reason by notifying the contractor in writing and stating the effective termination date.

RIGHT OF ASSURANCE: Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

PRICING: The price shall include all costs including shipping, handling, pickup, delivery, and any other related costs. All quotes shall be F.O.B. destination as stated in the delivery section.

STOCK AVAILABILITY: Bidder shall have sufficient stock to fill any order within the stated delivery time. Supplier agrees to notify the City when out of stock on any items due to circumstances beyond its control. The City is authorized to use other sources to purchase stock if it is not available from the supplier.

BID DELIVERY: The City of League City Purchasing Department shall accept sealed bids Monday through Thursday, 8:00 a.m. - 12:00 p.m. and 1:00 p.m. - 5:00 p.m. and 8:00 a.m. - 12:00 p.m. on Friday. The Purchasing Department is closed from 12:00 p.m. - 1:00 p.m. Bids must be received by the Purchasing Department before the specified hour and date of the opening. Each bid must be sealed and should be placed in a properly identified envelope with bid number, time and date of bid opening.

CITY OF LEAGUE CITY
PURCHASING DEPT
300 WEST WALKER
LEAGUE CITY, TX 77573

BID SPECIFICATIONS
14-012 FIREFIGHTER STRUCTURAL PPE BLOODBORNE PATHOGEN RESISTANT GEAR
(BUNKER GEAR)

LEGAL RIGHT TO SPECIFY: The Fire Department (for the remainder of this section referred to as the "specifier") chooses to exercise its Legal Right to Specify as determined by the U.S. Supreme Court's affirmation of the decision handed down in the case of Whitten Corp. vs. Paddock, by the U.S. District Court of Massachusetts, the First Federal District Court, which in effect states:

- 1) That as trained professionals, specifiers make informed judgments on products that they feel best serve their needs. Also, that proprietary specifications (if chosen) DO NOT violate any antitrust laws. Technically, very few brands of material or equipment are exactly alike, and if the specifier wants to limit the specification to one source, he has the right to do so and enforce it.
- 2) Only the specifier has the responsibility and judgment for determining whether a proposed substitution is an "or equal".
- 3) That from start to finish in the purchasing process, only the specifier can ultimately decide if another desirable product is available in lieu of the specification.
- 4) Finally, that the courts concluded "the burden is on the supplier or manufacturer, who has NOT been specified, to convince the specifier that their product is equal for the purpose of a particular project".

The specifier has determined that this product specification shall represent the product to which all offerings shall be compared. Due to the fact that firefighting is an ULTRAHAZARDOUS, UNAVOIDABLY DANGEROUS activity, only trained Fire Department personnel with specific knowledge in the area of Personal Protective Equipment shall be allowed to make the final determining decision on the selection of the appropriate product to serve the Fire Department's needs.

PURPOSE AND SCOPE

This specification defines the minimum requirements for bloodborne pathogen resistant (BPR) firefighter personal protective equipment (PPE) to provide limited protection to fire fighters against adverse environmental effects during structural fire fighting operations and certain other emergency operations where there is a threat of fire or where certain physical hazards are likely to be encountered, such as during non-fire-related rescue operations, emergency medical operations, and victim extraction, as defined by NFPA 1971, *Standard on Protective Ensemble for Structural Fire Fighting*, 2007 Edition (hereinafter referred to as NFPA 1971, except in the Applicable Documents section). In the absence of comment on a particular point, industry standard practice shall be presumed to prevail. Workmanship and material shall be first quality throughout. All exceptions to specifications must be clearly spelled out at the time of bid. In the absence of comment to a specific point, the bidder is required to furnish a wholly compliant garment. Taking a blanket exception shall not be acceptable.

Does Your Bid Comply With All Aspects Of This Section? Yes X No

UNITS OF MEASURE

Current NFPA standards applicable to this product specification express values for measurement requirements in SI (metric-based) units, followed by US (inch-pound) approximate equivalents in parentheses. For the convenience of the fire department, this product specification *reverses the order* and presents the more familiar US approximation first, followed by the SI requirement in parentheses.

CERTIFICATION

The manufacturer must certify that the garments proposed in its bid meet or exceed all requirements of NFPA 1971. The manufacturer must also list and label this product with Underwriters Laboratories Inc. (UL) or Safety Equipment Institute (SEI), as the third party certification organization prescribed in NFPA 1971. All certification testing and test preconditioning must have been performed by an ISO 17025-certified laboratory. UL, SEI or a UL Authorized Client Test Data Program laboratory will fulfill this requirement.

Certification shall include, by definition, the scope of protection as follows: Coat shall provide limited protection resistance to bloodborne pathogens to the upper torso including the arms but excluding the head and neck interface area and the hand and wrist interface area. The pant shall provide limited protection resistance to the lower torso including the legs but excluding the foot and ankle interface area. The coat and pant overlap shall provide limited protection resistance to the coat/ pant interface area.

Does Your Bid Comply With All Aspects Of This Section? Yes X No

Manufacturer must provide third party certification of the required interface bloodborne pathogen resistant capability.

Does Your Bid Comply With All Aspects Of This Section? Yes X No

The manufacturer shall be registered to ISO 9001, *Quality Management Systems – Requirements*, 2000.

Does Your Bid Comply With All Aspects Of This Section? Yes X No

WARRANTY

The manufacturer must provide a lifetime warranty against defects in materials and workmanship with the bid package.

Does Your Bid Comply With All Aspects Of This Section? Yes X No

PRODUCT COUNTRY OF ORIGIN

For liability reasons, garments must be manufactured in the United States of America or Canada by companies with their assets and incorporation within the United States of America or Canada.

Does Your Bid Comply With All Aspects Of This Section? Yes X No

LABELING REQUIREMENTS

Labels shall be permanently and integrally printed onto breathable materials that meet all the requirements for labels of NFPA 1971. Garment labels shall meet all requirements of NFPA 1971 Flame Resistance Test One (for vertical flame resistance of cloth). The garment shall be clearly labeled to fully identify the material content of all three layers: outer shell, moisture barrier and thermal liner. In addition, each separable layer of garment shall be labeled with the FEMSA-style DANGER label in an obvious location.

Does Your Bid Comply With All Aspects Of This Section? Yes X No

CARE INSTRUCTIONS

The manufacturer shall provide a user information guide for the garments, which complies with user information requirements of NFPA 1971. Topics shall include, but not necessarily be limited to: pre-use information, preparation for use, inspection frequency and details, don/doff, use consistent with NFPA 1500, maintenance and cleaning, and retirement and disposal criteria and considerations.

This document shall be packaged with each garment along with a specification summary sheet describing garment custom options, sizing and production details.

This written information shall be in complete compliance with NFPA 1971 requirements, and shall reference same.

Does Your Bid Comply With All Aspects Of This Section? Yes X No

TRACEABILITY PROGRAM

The manufacturer shall have in place a computer maintained traceability program that provides for the assignment of a production control number to each garment. The traceability program must be capable of tracing the garment through production, from the bolts of cloth used in all three layers of the garment composite construction, to the assignment of the garment to the individual firefighter. This production control number shall be visibly located on the garment label and on other protected areas of garment.

Does Your Bid Comply With All Aspects Of This Section? Yes X No

PATENT CONSIDERATIONS

Seller agrees to defend Buyer at Seller's own expense, in all suits, actions or proceedings in which Buyer is made a defendant for actual or alleged infringement of any United States of America, Canada or foreign letters patent resulting from Buyer's use of the goods purchased as a result of this Invitation to Bid. Seller further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceedings against Buyer.

Seller agrees to indemnify and hold harmless the Buyer from any and all licenses, royalty and proprietary fees or costs, including legal costs, which may arise out of Buyer's purchase and use of goods supplied by the seller. It is expressly agreed by Seller that these covenants are irrevocable and perpetual.

Does Your Bid Comply With All Aspects Of This Section? Yes X No

SIZING

To ensure a perfect fit, sizing shall be based on actual measurements taken of the firefighter by a trained measurement specialist, or sizing try-ons, or both. Sizing measurements shall be taken according to a schedule and location(s) mutually agreed between the manufacturer and the department.

Garments shall be available in custom sizing as follows: coat chest in 2-inch (5.1 cm) increments, coat sleeve in 0.5-inch (1.3 cm) increments, coat back length in 1-inch (2.5 cm) increments, pant waist in 2-inch (5.1 cm) increments and pant inseam in 1-inch (2.5 cm) increments. A full range of women's sizing, on women's patterns, must also be available. Each sleeve and inseam length shall provide 100% gradation from shoulder to wrist, and from hip to ankle, to provide proper fit for individual arm and leg lengths. Pattern tailoring to custom-fit neck, bicep, hip/seat and thigh circumferences must also be provided, when needed, at no additional charge. Neither Small-Medium-Large-Extra Large sizing nor women's garments cut to men's patterning are considered acceptable, since proper fit facilitates mobility and minimizes stress.

Does Your Bid Comply With All Aspects Of This Section? Yes X No

FLAMMABILITY OF CONSITUENT MATERIALS

Labels, bindings, hang-up loops and production labels shall be tested for flame resistance and shall comply with the requirements of NFPA 1971 Flame Resistance Test One (for vertical flammability of cloth).

Does Your Bid Comply With All Aspects Of This Section? Yes X No

SELF-BINDING

Liner and moisture barrier shall be stitched together and turned, then topstitched, to create a self binding. The extra bulk of separate binding material is specifically prohibited.

Does Your Bid Comply With All Aspects Of This Section? Yes X No

THREAD

All thread used in structural seams shall be Nomex® of minimum Tex size T-70. Light colored garments and trim areas shall feature yellow thread. Black and dark garments shall feature black thread. Tan or bronze colored garments shall feature tan thread.

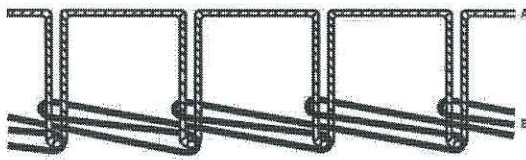
Does Your Bid Comply With All Aspects Of This Section? Yes X No

STITCH METHODS

Major A & B seams

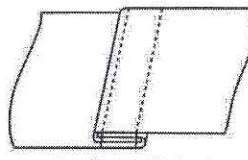
Except for the collar Major A seam, which is single-needle lock stitched three times, all Major A & B seams (as defined by NFPA 1971) shall be double stitched, double feld throughout all three layers (outer

shell, moisture barrier and thermal liner), and shall be made with Nomex® thread, Tex size T-90. Detailed stitch and seam type requirements are shown below.



Stitch Type 401

Double lockstitch, as defined by ASTM D 6193-97.



Seam Type LSc-2 (Modified)

Modified Seam Type LSc-2

Double feld seam, modified only to ensure that both stitch lines penetrate all layers of cloth at joining, otherwise as defined by ASTM D 6193-97.

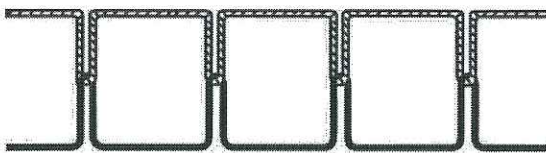
Also, all moisture barrier seams shall be tape-sealed to meet all requirements of the NFPA 1971 Liquid Penetration Resistance Test.

Does Your Bid Comply With All Aspects Of This Section?

For Shell:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
For Thermal Lining:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
For Moisture Barrier:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

Minor seams

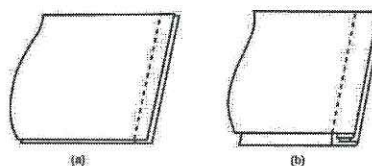
Most Minor seams, such as storm shields and mated hems, shall also be stitched with the specified Nomex thread. Detailed stitch and seam type requirements are shown below.



Stitch Type 301

Stitch Type 301

Lockstitch as defined by ASTM D 6193-97.



Seam Type SSae-2

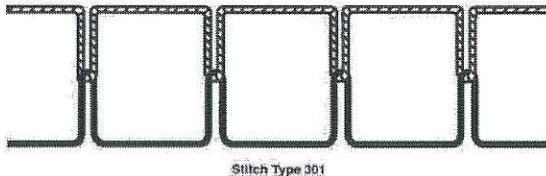
Seam Type SSae-2

As defined by ASTM D 6193-97, shown (a) before and (b) after required turning.

Does Your Bid Comply With All Aspects Of This Section? Yes ☒ No ☐

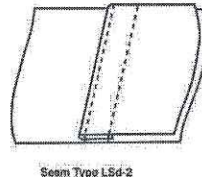
Pockets

Flat garment pockets shall be stitched with the specified Nomex® thread. Detailed stitch and seam type requirements are shown below.



Stitch Type 301

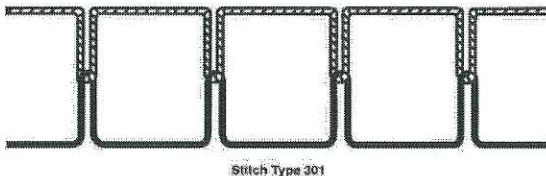
*Lockstitch as defined by
ASTM D 6193-97.*



Seam Type LSd-2

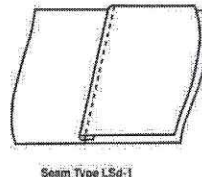
As defined by ASTM D 6193-97.

3-Dimensional pocketing shall feature these same construction details, but the reinforced single stitch Seam Type LSd-1 may be substituted for LSd-2. Detailed seam type requirements are shown below.



Stitch Type 301

*Lockstitch as defined by
ASTM D 6193-97.*



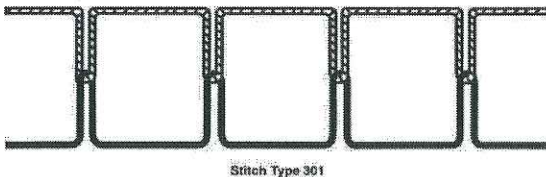
Seam Type LSd-1

As defined by ASTM D 6193-97.

Does Your Bid Comply With All Aspects Of This Section? Yes X No

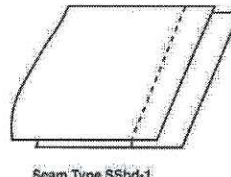
Trim and Danger Labels

Trim and DANGER labels shall be stitched with the specified Nomex® thread. Detailed stitch and seam type requirements are shown below.



Stitch Type 301

Lockstitch as defined by ASTM D 6193-97.



Seam Type SSbd-1

As defined by ASTM D 6193-97.

Does Your Bid Comply With All Aspects Of This Section? Yes ☐ No ☒

Single Layer Hemming and Finishing

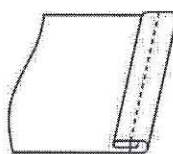
Single layer hemming and finishing shall be stitched with the specified Nomex® thread. Detailed stitch and seam type requirements are shown below.



Stitch Type 301

Stitch Type 301

Lockstitch as defined by ASTM D 6193-97.



Stitch Type EFb-1

Seam Type EFb-1

As defined by ASTM D 6193-97.

Does Your Bid Comply With All Aspects Of This Section? Yes ☒ No ☐

POCKETS

If exterior pockets are specified in either the COAT CUSTOM OPTIONS TO BE PROVIDED section or in the PANT CUSTOM OPTIONS TO BE PROVIDED section, the following requirements shall apply to all such custom option specified exterior pockets:

All pockets and flaps shall be reinforced at the top corners with bar tack stitching.

All pockets shall be reinforced with an extra layer of NFPA-certified outer shell, moisture barrier, or other NFPA-certified reinforcement material for extra durability. The exact location of the reinforcements shall be identified in the custom options section(s).

All pockets shall have a means to drain water and shall have a means of closure.

All pocket closures shall be made either with hook and loop fastener tape a minimum of 1.5 inches (3.8 cm) wide, with a flap, or with snaps. The specific placement of the closure system shall be declared at the time of order.

Does Your Bid Comply With All Aspects Of This Section? Yes ☒ No ☐

TAILORED GRADING OF GARMENT LININGS

Wherever garment linings are specified, including but not limited to thermal linings and moisture barriers, each such lining layer shall be tailor-graded to fit within the overall garment composite of all layers without causing bunching or binding when the garment is worn.

Does Your Bid Comply With All Aspects Of This Section? Yes ☒ No ☐

POINTS OF STRESS

All points of stress shall be reinforced with sturdy bar tacks. Rivets are not acceptable because of their potential for rust and electrical or heat conduction.

Does Your Bid Comply With All Aspects Of This Section? Yes ☒ No ☐

HIGH TEMPERATURE, NFPA 1971-CERTIFIED MATERIAL REINFORCEMENTS

Reinforcements shall be provided at cuffs and pockets and shall meet the requirements of NFPA 1971.

For cuff reinforcements only: Manufacturer shall provide cuff reinforcements made of outer shell material at no additional cost. If the purchaser specifies reinforcements made of materials other than outer shell material, the manufacturer shall identify the additional cost for the specified material.

For pocket reinforcements only: Any NFPA 1971-certified material may be used in the reinforcement of the pocket. If the purchaser requests specific NFPA 1971-certified materials for pocket reinforcements, the manufacturer shall identify the additional cost for the specified material.

Does Your Bid Comply With All Aspects Of This Section? Yes ☒ No ☐

ASSET TRACKING SERVICES

Upon request, the manufacturer shall be capable of providing a Windows-compatible software program for the tracking of care, cleaning and maintenance of the department's PPE.

This tracking program shall meet or exceed all record-keeping requirements of standard NFPA 1851, *Standard on Selection, Care, and Maintenance of Structural Fire Fighting Protective Ensembles*, 2001 Edition

Labels on each separable part of the garment shall include a standard style interleaved 2 of 5 barcode containing (at a minimum) an individualized serial number for asset tracking purposes.

The manufacturer must be capable of providing onsite or internet training to department personnel who are involved with the daily use of this tracking program, and if there is an additional cost involved for this service, the Bidder must disclose those costs at the time of bid.

Does Your Bid Comply With All Aspects Of This Section? Yes ☒ No ☐

REPAIRS AND ALTERATION SUPPORT

The manufacturer shall furnish, free of charge, reasonable quantities of NFPA 1971-certified thread, materials and other supplies to allow the department to manage its own ongoing internal maintenance efforts. Also, the manufacturer shall provide on call at no charge, during normal business hours, a liaison for the repair

department to assist the Fire Department on a telephone consultation basis, on all maintenance or repair questions that might arise. Additionally, the manufacturer shall agree to expedite, on its own cost-only basis, all repairs that must be performed at the manufacturer's plant, rather than in department, over the life of the contract.

Does Your Bid Comply With All Aspects Of This Section? Yes X No _____

High Temperatures Thermal Insulating Materials Requirement

Because thermally stable materials are essential to maximizing protective performance in firefighters' PPE, and because NFPA only states "minimum" performance requirements, all thermal liner or thermal enhancing materials used in the garments shall also meet the following criteria after the 500 degree F oven test:

- 1) Material shall remain intact and flexible
- 2) No portion of the material shall crack, crumble or flake

Does Your Bid Comply With All Aspects Of This Section? Yes X No _____

BREATHABILITY REQUIREMENT

Excluding where required by NFPA standard, necessary for functionality, or specifically called out in the custom option sections, all materials used in the construction of the garments shall be breathable and all moisture barrier material be as specified in the following materials section, or must be Crosstech.

The breathability requirement includes but is not limited to: collar, chinstrap, storm shield, fly, water wells, front coat facings, labels, and reinforcement cushioning where applicable.

Areas where non-breathability is allowed (absent Custom Option specifications): trim, interior pocket reinforcements, hook and loop fastening, hardware or hardware backing, and external pocketing.

Does Your Bid Comply With All Aspects Of This Section? Yes X No _____

Conductive and compressive heat resistance (cchr)

Using breathable materials as outlined in the section titled Breathable Materials, there shall be a minimum area of 4" x 4" (10.2 cm x 10.2 cm) at the shoulders and elbows that provide a minimum of 25 CCHR at 2 psi, and a minimum 6" x 6" (15.2 cm x 15.2 cm) area at the knees that provide 25 CCHR at 8 psi. All three compression areas shall be constructed of high temperature fiber based materials and sewn to the thermal liner on the inside of the liner toward the moisture barrier.

Does Your Bid Comply With All Aspects Of This Section? Yes X No _____

SEAM PROTECTION AT CUFFS

At the coat and pant cuff Major A seams, the reflective trim shall stop just before the folding of the full field seam and for additional abrasion protection be covered by a sewn on, 0.75" (1.91 cm) wide black Nomex webbing material laid on top of the Major A seam and covering each end of the trim.

Does Your Bid Comply With All Aspects Of This Section? Yes X No

APPLICABLE DOCUMENTS

The following standards in their active versions on the date of invitation for bid shall form a part of this specification to the extent specified herein.

STANDARD TITLE

ASTM D 6193-97	Standard Practice for Stitches and Seams
NFPA 1500, 2007 Edition	Standard on Fire Department Occupational Safety and Health Program
NFPA 1851, 2001 Edition	Standard on Selection, Care, and Maintenance of Structural Fire Fighting Protective Ensembles
NFPA 1971, 2007 Edition	Standard on Protective Ensemble for Structural Fire Fighting

Does Your Bid Comply With All Aspects Of This Section? Yes X No

COAT

To avoid liability and interface problems, coats and pants shall be procured from the same manufacturer.

Design Concept (Styling)

Coat styling shall be "Tails" design. The coat shall be approximately 6 inches (15.2 cm) longer at the rear hem than at the front. **"Name Plates" or other attachable plates, patches, or other products that attach to the back rear of coat by hook and loop fastening, or by snaps or zippers are not acceptable substitutes (since these tails do not provide all liner protection and this still requires the use of bibbed pants to preclude protective gap).** The coat composite (all three layers) shall not gap when the firefighter is bending, crawling or climbing. Gapping shall be determined as defined by NFPA 1500 with both arms fully overhead and wearer bending to rear, sides and front. The actual length of coats (shorter or longer) will be determined by each individual's torso length. Coat must interface properly with standard height pants.

Does Your Bid Comply With All Aspects Of This Section? Yes X No

Patterning Concept

Garments shall feature a tailored three-piece body, one-piece back construction throughout the outer shell, moisture barrier and thermal liner layers. One-piece garments (either all layers or some layers) will not be considered acceptable since they cannot be tailored to hard-to-fit personnel. Similarly, garments with seams in mid-back are not considered acceptable because of backbone irritation that can occur with SCBA use. To facilitate individual tailoring needs, the major A & B seams joining the one-piece back to the right and the left front body panels (outer shell and all interior layers) shall be located at the most lateral position when the coat is laid flat for inspection.

Does Your Bid Comply With All Aspects Of This Section? Yes X No

Patterning Requirements

To assure maximum freedom of movement and reduce kinetic resistance with minimum garment weight and bulk, coat patterning shall include the following features:

- Degree of slope on shoulders shall be no more than 20%.
- Hydraulic Butterfly sleeve patterning with 85-degree Lift Up Release Action shall be provided to minimize coat hem rise.
- Sleeve attachment shall minimize shoulder lift and allow a full 360 degrees freedom of movement.
- Coat hem rise with overhead reach of both arms not to exceed 4-inch (10.2-cm) maximal extension on properly fitted garments.
- Shell-and-liner retraction at the cuff shall not exceed 1 inch (2.5 cm) when both arms are raised overhead. This helps eliminate wrist exposure.
- 10-inch (25.4-cm) chest over-sizing shall be provided.
- Coat sweep measurements must be consistent with the chest over-size at the hem.
- Reach when measured from cuff to cuff, with coat lying flat, and standard length sleeves extended to each side, shall be provided as detailed below.

<u>Chest Size</u>	<u>Standard Reach</u>
40 in (101.6 cm)	66 in (167.6 cm)
42 in (106.7 cm)	67 in (170.2 cm)
44 in (111.8 cm)	68 in (172.7 cm)
46 in (116.8 cm)	68 in (172.7 cm)

Does Your Bid Comply With All Aspects Of This Section? Yes X No

Drag Rescue Device (DRD)

Manufacturer shall supply an NFPA required and certified Drag Rescue Device with each coat. The device shall be designed to fit each individual chest size. Each strap will be properly labeled with DANGER labels that include what chest size the Rescue Strap is designed to fit along with instructions for care and installation/removal of the Rescue Strap.

Rescue Strap shall be designed in a fashion that it functionally provides a dynamic and articulated action and to eliminate excess strapping material hanging down the back when installed between the garment's liner and outer shell.

The device shall be constructed using two components: a 1.75" (4.45 cm) Kevlar webbing grab handle; and a free-floating loop of Kevlar rope to go around each of the wearer's arms/shoulder. The grab handle shall be positioned at the rear of the upper torso and through the grab handle.

The grab loop shall extend upward and pass through a reinforced slot in the coat outer shell just below the center rear of the collar seam where it will exit the outer shell where it will be covered by an outer shell tunnel. The protruding grab loop shall then fold back down over the top of the tunnel and be stowed by Velcro with the pile sewn for the width of the tunnel and the hook sewn on the grab loop.

There shall then be an outer shell flap sewn below the collar that will fold down over the stored grab loop and held in place with Velcro to reduce the chances of snagging the grab loop by accident.

To facilitate comfort and safety the Grab Handle shall be constructed of soft and pliable Kevlar webbing meeting the following specifications:

Description	100% Kevlar Double Plain Weave - Black with Natural Kevlar Center
Warp Yarn	1500/1000/2.75z Kevlar T-970F Black
	1500/1000/2.75z Kevlar T-961 Natural
Weft Yarn	1500/1000/2.75z Kevlar T-970F Black
Catch cord	Tex size T-50 3-Ply/9.5z Bonded Kevlar Sewing Thread Black
Width	1.75" (4.45 dm)
Thickness	0.064" \pm 0.010" (.163 cm \pm .0254 cm)
Tensile	5,000 lb minimum (22.24 kN)

To facilitate comfort and safety the free-floating loop shall be constructed of soft and pliable Kevlar rope meeting the following specifications:

Description	100% Kevlar Tubular Plain Weave - Natural
Warp Yarn	1500/1000/2.75z Kevlar T-961 Natural
Weft Yarn	1500/1000/2.75z Kevlar T-961 Natural
Catch cord	Tex size T-35 Crispin Kevlar thread
Width	.038" (.097 cm)
Thickness	0.144" \pm 0.005" (.366 cm \pm .013 cm)
Tensile	3500 lb minimum (15.57 kN)

Rescue Strap shall be sewn with Kevlar thread with a minimum Tex size T-210

Does Your Bid Comply With All Aspects Of This Section? Yes X No

Liner Attachment

The completed liner-moisture barrier assembly shall attach by means of four (4) evenly spaced glove snaps to each outer shell front facing to reduce weight, bulk and stiffness. To provide continuous moisture and pathogen protection at the front, the liner shall be positioned so it is sandwiched between the coat front facing and a breathable pathogen shield. The use of zippers or hook and loop fasteners in this area is not allowed due to their added weight, bulk and stiffness.

Liner sleeves shall be attached at the outer shell cuff by means of snaps on two (2) sets of outer shell fabric tabbing strips per cuff. These snaps shall be isolated by the tabbing material so that they will not abrade against the outer shell.

To provide continuous moisture protection and pathogen protection at the neck, the liner shall be positioned so that it is sandwiched between an outer-facing pathogen shield and an inside facing of the specified outer shell material, both folded over and sewn in at the neck seam.

The liner system design shall not allow products of combustion or other contaminants to move into the

liner interior between the moisture barrier and thermal liner. For instance, separately hemmed and bartacked liner and moisture barrier with open edge designs would not be acceptable.

Attachment shall be by means of four (4) glove straps that penetrate only the layer of the attachment facing towards the liner, so that metal contact at a wearer's neckline is completely eliminated.

The liner system shall incorporate a hook and loop fastener port at the lower right body panel to allow for field inspection of the "internal" condition of the moisture barrier membrane, seam sealing and thermal insulation layer quilt stitching.

Does Your Bid Comply With All Aspects Of This Section? Yes X No _____

Coat Certification Label on Liner

The coat certification label on the liner shall be integrally printed on FR Cotton Indura® and lock stitched to the inside right body panel in a fashion to provide an inside liner pocket.

Does Your Bid Comply With All Aspects Of This Section? Yes X No _____

Coat Certification Label on Shell

The coat certification label on the shell shall be integrally printed on FR Cotton Indura® and lock stitched to the shell along one side of the label at the back of coat.

Does Your Bid Comply With All Aspects Of This Section? Yes X No _____

Collar

The collar shall be of layered construction, consisting of a layer of breathable moisture and pathogen barrier material and another layer of NFPA 1971-certified insulating material (no foam – see section titled PRECLUSION OF PVC FOAM OR SIMILAR FOAM), sandwiched between two (2) layers of specified outer shell material and at least 4 inches (10.2 cm) high. The design shall incorporate in its patterning a natural contour that will allow proper fit and performance in the standing (upright) or stowed position.

There shall be no vertical or horizontal seams or stitching in the body of the collar, since this may weaken collar integrity. Left outside of collar shall have a sewn piece of 3-inch x 5-inch (7.6-cm x 12.7-cm) hook and loop fastener hook tape to ensure maximum adjustability when engaging chinstrap-to-collar closure. Each collar shall be graded to individual coat sizes.

Does Your Bid Comply With All Aspects Of This Section? Yes X No _____

Chin Strap

The chin strap shall be of layered construction identical to that of the collar configuration described in the previous paragraphs. Chin straps shall be 8 inches (20.3 cm) long across the top corners, 11 inches (27.9 cm) long across the bottom corners, and 4 inches (10.2 cm) in vertical height, measured at the

center. The leading underside edge of the chin strap shall have a 1.5-inch-wide (3.8 cm-wide) horizontal strip of hook and loop fastener pile to ensure closure and to ensure passage of the Whole Garment Liquid Penetration Test.

Does Your Bid Comply With All Aspects Of This Section? Yes X No ____

Hang-Up Loop

An 80-pound (36.3 kg) tear strength hang-up loop shall be provided at the interior collar seam. The loop shall be constructed of triple layers of the specified outer shell material, lock stitched to the coat. Webbing is not acceptable.

Does Your Bid Comply With All Aspects Of This Section? Yes X No ____

Sleeves

To prevent stovepiping, sleeves shall be individually graded by coat size and sleeve length. For maximum freedom, sleeve design shall feature extra full cut one-piece outer shell set-in sleeves with built-in bellows. To reduce the chances of possible top seam failure in that high thermal exposure area, the sleeve Major A seam shall follow the underside of the arm and shall not cross over the outside of the elbow joint. Sleeve seam and sleeve attachment to coat body in all layers shall be 100% double fold and double stitched for maximum strength (that is, Major A seam requirement, as previously defined in this specification).

Does Your Bid Comply With All Aspects Of This Section? Yes X No ____

Inner Wristlet & Waterwell with Thumb Tab

Every coat shall feature 4.5-inch (11.4-cm) long, double-layer 100% Nomex knit inner wristlets protected by flame-resistant and moisture-resistant water well. The inner wristlet shall be sewn to the thermal liner sleeve end (not to the outer shell). A specified moisture barrier water well with an elastic gather shall be sewn to the moisture barrier sleeve end with all seams sealed to allow maximum channeling of water away from inside the moisture barrier/ thermal liner sleeve end. This water well must pass the NFPA 1971 Whole Garment Liquid Penetration Test. The thermal liner/wristlet shall be bar tacked and seam sealed at the junction of the moisture barrier sleeve to water well seam to prevent liner pullout. This inner water well assembly shall be interface capable with the appropriate glove to provide wrist protection during the NFPA 1971 Whole Garment Liquid Penetration Test.

Does Your Bid Comply With All Aspects Of This Section? Yes X No ____

External Wristlet

Every coat shall feature a 2.5-inch (6.4 cm) long 100% Nomex knit outer wristlet, which shall be mounted to the end of each outer shell sleeve to prevent liquid and debris movement up the sleeve between the outer shell and the moisture barrier/ thermal liner assembly.

Does Your Bid Comply With All Aspects Of This Section? Yes X No ____

Front Closure Protective Overlap

Two-inch-wide (5.1 cm-wide) panels of breathable moisture/ pathogen barrier and specified thermal liner materials shall be provided at coat front closure facings to preclude any type of break in the protective envelope. The entire circumference of a closed coat shall consist of specified shell, moisture barrier and thermal liner materials.

The inside trailing edge of each 2-inch-wide (5.1-cm-wide) inner panel shall have the breathable moisture/ pathogen material wrapped around the edge by 0.5 inch (1.3 cm) to create an anti-wick guard to prevent soaking through during the required NFPA 1971 Whole Garment Liquid Penetration Test. An additional layer of 6-inch-wide (15.2-cm-wide) breathable moisture/ pathogen barrier material shall be sewn between the 2-inch-wide (5.1 cm-wide) panels and outer shell coat body for the entire length of coat front in a fashion to prevent liquid entry during the NFPA 1971 Whole Garment Liquid Penetration Test.

Does Your Bid Comply With All Aspects Of This Section? Yes ☒ No ☐

Composite Materials

The specifier has determined the ONLY acceptable combination of materials. Any substitution of materials shall be grounds for immediate disqualification of bid without further consideration. The specifier has determined the ONLY acceptable combination of materials.

Outer Shell

- Kevlar/Nomex/PBO blend; 60% Kevlar, 20% Nomex, 20% PBO 7.5 oz.

Thermal Lining

- 7.4 oz. calendared 100% 3.6 oz. Meta Aramid facecloth; 1 layer of 2.3 oz. E-89, and one layer 1.5 oz. E-89.

Moisture Barrier

- 5.0 oz. Crosstech Bi-Component (PTFE) on a 3.2 oz. Nomex III A Facecloth

Does Your Bid Comply With All Aspects Of This Section?

For Outer Shell:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
For Thermal Lining:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
For Moisture Barrier:	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

Coat Custom Options to be Provided

Instructions in this custom options section that contradict earlier specifications or statements supersede those earlier specifications or statements as long as the required certifications are not compromised.

Inspection Port Liner
 Liner Detachable
 Liner Label Pocket
 Take Up Straps 2 Postman
 Articulating Rapid Rescue Strap with New Coat
 STD-3 trim -Lime 2-Tone Scotchlite
 Back Patch -7.5oz PBO/Kevlar/Nomex EWR Dark Gold
 < L C F D > - straight - no periods
 4 -3" sewn letters -lime Scotchlite
 Hem Patch w/Velcro -7.5oz PBO/Kevlar/Nomex EWR Dark Gold
 FF LAST NAME or 1st INITIAL + LAST NAME - avg 7 letters
 7 -2" sewn letters -lime Scotchlite
 4 Snaps Added to Patch
 Chicago Closure -2" Velcro/Hooks & Dees -7.5oz PBO/Kevlar/Nomex
 River Plantation Style Chinstrap
 Dead Air Panels Extended - Coat
 Coat Cuffs -PBO/Kevlar/Nomex EWR Black
 Half Hi Bellows Pockets -7.5oz PBO/Kevlar/Nomex EWR Dark Gold - 7" x 9" x 1.5"
 Handwarmers behind Bellows Pockets
 3 Snaps on Bellows Pocket Flaps - w/Velcro
 Place 1 snap on each corner & 1 snap in middle on both pockets
 Semi Bellows
 Mic Tab - 7.5oz PBO/Kevlar/Nomex EWR Dark Gold - on shield - 0.5" x 2.5"
 Place 7" below top of shield or As Close to this Position as Possible
 Large Hook on a Patch w/Velcro Strap -64 Dark Gold - left chest
 Radio Pocket -7.5oz PBO/Kevlar/Nomex EWR Dark Gold - right chest - 8" x 3" x 2"
 Place 2" lower than standard position
 Notch Flap -Left - right chest
 Nomex Long Wristlets-Turned Thumbhole

Does Your Bid Comply With All Aspects Of This Section? Yes X No

PANTS

To avoid liability and interface problems, coats and pants shall be procured from the same manufacturer.

Design Concept (Styling)

The pant shall be of a traditional waist-high-only design to facilitate full torso ventilation of front, rear and sides of trunk for maximum body cooling effect to help minimize firefighter heat stress. For this reason, other than waist-high pants shall not be considered acceptable or "equal," since additional trunk wrapping traps heat and moisture, increasing heat stress buildup while also creating mechanical resistance when covering the natural torso flexion point of the waist.

Does Your Bid Comply With All Aspects Of This Section? Yes X No

Patterning Concept

Garments shall feature a tailored four-piece outer shell with a two-piece moisture barrier and lining. A pant with a four-piece moisture barrier and thermal liner shall be provided, at no additional charge, when and if an individual's tailoring needs require it.

Does Your Bid Comply With All Aspects Of This Section? Yes X No

Patterning Requirements

To assure maximum freedom of movement and reduced kinetic resistance with minimum garment weight and bulk, the pants patterning shall:

- Incorporate hydraulic, swivel action leg-to-torso interfaces.
- Incorporate an oversized diamond-shaped crotch insert, graded according to size, for maximum action stride, optimum stepping reach and no "in-crotch" seaming.
- Meet individual tailoring needs, and offer superior functionality. Diamond shall extend from just above the left knee to just above the right knee, and be centered equally from front to rear. Width of diamond at top of crotch shall be approximately 4 inches (10.2 cm), graded to size.
- Ensure that pants rest in normal body line balance of 22 inches (55.9 cm) center distance at the cuff.

Does Your Bid Comply With All Aspects Of This Section? Yes X No

Reinforced Cushioned Knee

The cushioning for the Knee reinforcement if required, and the thermal pad sewn to the internal side of the thermal liner assembly, shall provide a minimum of 25 CCHR and be comprised of breathable, fiber based materials.

Does Your Bid Comply With All Aspects Of This Section? Yes X No

Suspender Buttons

Eight (8) heavy duty, rust-resistant suspender buttons shall be positioned around the waist. Suspender buttons shall be mounted through waistband of triple layer outer shell material that is internally reinforced with an additional band of coated needle punch aramid.

Does Your Bid Comply With All Aspects Of This Section? Yes X No

Liner Attachment

The moisture barrier and thermal liner assembly shall be attached to the outer shell at the cuff by means of two (2) Nomex® webbing snap assemblies per leg, and to the waistband, at the waist, with seven (7) evenly-spaced glove snaps.

The liner system design shall not allow products of combustion or other contaminants to move into the liner interior between the moisture barrier and thermal liner. For instance, separately hemmed and bartacked liner and moisture barrier with open edge designs would not be acceptable.

Does Your Bid Comply With All Aspects Of This Section? Yes X No

Pant Certification Label on Liner

The pant certification label on the liner shall be integrally printed on FR Cotton Indura and lock stitched to the inner left hip area.

Does Your Bid Comply With All Aspects Of This Section? Yes X No

Pant Certification Label on Shell

The pant certification label on the shell shall be integrally printed on FR Cotton Indura and lock stitched at the top rear of the waist, at the inside.

Does Your Bid Comply With All Aspects Of This Section? Yes X No

Fly Front

The outer shell fly shall be lock stitched to the left side of the front opening and shall be in proportion to waist size and crotch rise in both length and width. Fly inner lining shall extend at least 2 inches (5.1 cm) to the left of the outer shell fly attachment seam and shall be constructed of certified breathable moisture barrier and thermal liner. The right front pant opening shall have an internal facing extending at least 2 inches (5.1 cm) to the right and constructed of specified fabric. In combination with the liner, the system shall offer 360-degree protection without gaps during movement of the outer shell moisture barrier and thermal liner. Closure shall be by means of a minimum 1.5-inch-wide (3.8-cm-wide) hook and loop fastener, and all construction techniques used shall provide liquid penetration protection under the NFPA 1971 Whole Garment Liquid Penetration Test. The fly shall be graded to the waist size of garments and crotch rise.

Does Your Bid Comply With All Aspects Of This Section? Yes X No

Composite Materials

The specifier has determined the ONLY acceptable combination of materials. Any substitution of materials shall be grounds for immediate disqualification of bid without further consideration.

Outer Shell

- Kevlar/Nomex/PBO blend; 60% Kevlar, 20% Nomex, 20% PBO 7.5 oz

Thermal Lining

- 7.4 oz. calendared 100% spun 3.6 oz. Meta Aramid facecloth; 1 layer of 2.3 oz. E-89, and one layer 1.5 oz. E-89

Moisture Barrier

- 5.0 oz. Crosstech Bi-Component (PTFE) on a 3.2 oz. Nomex III A facecloth

Does Your Bid Comply With All Aspects Of This Section?

For Outer Shell:	Yes	<u>X</u>	No	_____
For Thermal Lining:	Yes	<u>X</u>	No	_____
For Moisture Barrier:	Yes	<u>X</u>	No	_____

Pant Custom Options to be Provided

Instructions in this custom options section that contradict earlier specifications or statements supersede those earlier specifications or statements as long as the required certifications are not compromised.

Certification shall include, by definition, the scope of bloodborne pathogen protection as follows: When used with BPR gloves, BPR boots, and a BPR helmet (with BPR face shield and ear covers), the garments shall provide head-to-toe bloodborne pathogen resistance protection, including the interface areas, as defined by the NFPA 1971 Viral Penetration Resistance Test using the Phi-X174 bacteriophage, in conjunction with the NFPA 1971 Whole Garment Liquid Penetration Test.

Additional Pant Custom Options Inspection Port Liner

Liner Detachable
 3" Cuff & 2" Seam -Lime 2-Tone Scotchlite
 2 Snaps Added to Fly
 Narrow 2" Velcro Fly -7.5oz PBO/Kevlar/Nomex -Dark Gold
 Angled Cuffs -Pants -7.5oz PBO/Kevlar/Nomex EWR Dark Gold
 Pants Cuffs -PBO/Kevlar/Nomex EWR Black
 BiFlex Heat Channel Knees Replaceable - PBO/Kevlar/Nomex EWR Black
 Take Up Straps 2 Postman -7.5oz PBO/Kevlar/Nomex EWR Dark Gold
 Bellows Pocket -1 -Pants -7.5oz PBO/Kevlar/Nomex EWR Dark Gold
 - right side seam - 9" x 9" x 1.5"
 3 Snaps on Bellows Pocket Flaps - w/Velcro - right side seam
 Place 1 snap on each corner & 1 snap in middle on both pockets
 Bellows Pocket Divider -7.5oz PBO/Kevlar/Nomex -EWR -Dark Gold
 - right side seam
 divide right bellow 3.5" from front
 X-Large Bellows Pocket -1 -Pants -64-2 - left side seam - 10" x 10" x 3"
 Notebook Pocket -Pants -7.5oz PBO/Kevlar Nomex Dark Gold
 - On Right Pocket - Pants - 6" X 6"
 Place directly below velcro Sewn D-Ring -Pants-7.5 oz PBO/ Kevlar/ Nomex- EWR - Dark Gold - left front
 - 2" from Side seam and 2" above Bellows Pocket
 Dyna-Fit Suspenders with Quick Adjust Installed
 Suspender Padding

Does Your Bid Comply With All Aspects Of This Section? Yes X No _____

PERCENTAGE SPECIFICATION COMPLIANCE CALCULATIONS

	Total Number "Yes/No" Questions	63	
	Total Number of Yes Answers	63	
	Total Number of No Answers	0	
% Specification Compliance: $[(\text{Total Yes Answers}) \div (\text{Total Answers})] \times 100\%$		100	%
<p>Each "No" answer requires a full written explanation.</p> <p>Each "Yes/No" question not checked where provided will be considered a "No" answer.</p>			

DELIVERY: Bidder shall deliver all items within six (6) weeks after receipt of order F.O.B. destination as follows:

City of League City
Fire Department
601 2nd Street
League City, Texas 77573

FAILURE TO MEET DELIVERY REQUIREMENTS MAY RESULT IN TERMINATION ON THIS BID.

ACCEPTANCE AND NONCONFORMING STANDARDS: All deliveries shall be accepted subject to inspection, count, and/or testing. A waiver on one occasion does not constitute a waiver on future occasions.

STOCK AVAILABILITY: Bidder shall have sufficient stock to fill any order within the stated delivery time. Supplier agrees to notify the City when out of stock on any items due to circumstances beyond its control. The City is authorized to use other sources to purchase stock if it is not available from the supplier.

BACK ORDERS: Back orders under this contract must be held to a minimum. It shall be the responsibility of the supplier to immediately notify department personnel of any back-ordered items in writing and give a firm delivery promise. The supplier shall also maintain a current list of all department back orders and provide a copy of said list to department personnel on a monthly basis. This monthly back order report shall give the order number, part number, item description, quantity and delivery promise. Failure to keep back orders to a minimum or failure to provide the monthly back order report may be cause for cancellation of the contract.

EVALUATION CRITERIA: Award of contract does not obligate the Buyer to order or accept more than Buyer's actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds. Contract may be awarded to the bidder who provides goods or services at the best value for the City of League City. The City of League City reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interest of the City of League City.

AUDIT: Supplier shall provide the City of League City a line item report of quantities and expenditures on a monthly basis or at any time during the term of this contract for materials, commodities, or services rendered as requested by the Purchasing Department.

REFERENCES: Bidder shall provide a list of a minimum of three (3) customers to whom Bidder has supplied the specified material, product, equipment, or service bid for the last three (3) years. Attachment I – References is attached for Bidder's convenience and shall be returned with the Invitation to Bid. The list shall include the customer's name, address, telephone number, and the name of an individual to contact.

NON-FUNDING CLAUSE: The City of League City's budget is funded on an October 1st to September 30th fiscal year basis. Accordingly, the City of League City reserves the right to terminate this contract by giving Bidder thirty (30) days written notice, without liability to the City, in the event that funding for this contract is discontinued or is no longer available.

CONTRACT PERIOD: This is an annual contract for the period of one (1) year, from the date of Council award. This contract may be renewed under the same terms and conditions for successive one-year periods,

upon the agreement of the parties. Each such renewal must be evidenced in writing and approved by the appropriate authorities of each party. Such renewal shall be for the same compensation set forth in the Invitation to Bid and prices may be adjusted to reflect the Consumer Price Index (Urban) sixty-three (63) days prior to expiration date.

Additionally, the Bidder understands and agrees that upon the City's written request, this contract may be extended for a period of time, not to exceed two (2) months after the expiration of the initial term or any renewal thereof, for the same compensation as the Bidder was receiving for the goods and/or services during the expired term immediately preceding the extension. Nothing contained herein, however, shall obligate the City during the extension period to renew and/or relet a contract with the Bidder for such goods and/or services. The City of League City may terminate extension at any time for any reason without prior notice.

INSURANCE REQUIREMENTS: BIDDER SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE INVITATION TO BID, OR PRIOR TO AWARD OF BID. BIDDER OR BIDDER'S INSURANCE AGENT SHALL INCLUDE BID NUMBER AND DESCRIPTION OF BID ON THE CERTIFICATE OF INSURANCE. THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

COMPLIANCE WITH LAWS: Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Galveston County, Texas, where venue for any proceeding arising hereunder will lie.

SILENCE OF SPECIFICATIONS: The apparent silence of 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 shall be used. All interpretations of specifications shall be made on the basis of this statement.

ASSIGNMENT: The successful bidder may not assign, sell or otherwise transfer this contract without prior written consent of the City Council of the City of League City.

SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

CONTRACT TERMINATION: The City of League City reserves the right to terminate this contract for any reason by notifying the contractor in writing thirty (30) days prior to the termination of this agreement.

RIGHT OF ASSURANCE: Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

DISCOUNT OR MARKUP: If available, Bidder shall indicate a percentage discount or percentage markup on miscellaneous items or products of a similar type not specifically listed on this contract. The percentage of

discount or percentage markup offered to the City of League City by Bidder shall be placed on the Invitation to Bid. Bidder shall describe in detail the type of discount offered, i.e. off Retail, Jobber's List, etc.; or the type of markup offered, i.e. % above cost, % above price list, etc. In the event of a tie, the amount (%) of the discount or markup shall have a bearing on the award of this contract.

The option to purchase items or services, whichever may apply, from this contract of a similar type not specifically listed on this contract at the discount or markup offered may be waived by the City of League City for the following reasons:

1. It is in the best interest of the City of League City to contract for labor and/or parts, or products elsewhere.
2. Need of an item is critical, and delay would adversely affect services provided by the City.
3. Specialty items which must be purchased from "dealer."

PRICING: The price shall include all costs including shipping, handling, pickup, delivery, and any other related costs. All quotes shall be F.O.B. destination as stated in the delivery section.

INVOICE: Bidder shall include Purchase Order number on corresponding invoice. Invoice shall be sent to:

**CITY OF LEAGUE CITY
ATTN: ACCOUNTS PAYABLE
300 WEST WALKER
LEAGUE CITY, TX 77573**

BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB620 relating to bids by nonresident contractors (now codified at Sections 2252.001 through 2252.004, Texas Government Code). The pertinent portion of the Act has been extracted and is as follows:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that MES - TEXAS is a resident bidder of Texas as defined in Section 2252.001(4), Texas Government Code.
(Company Name)

Signature

Print Name

Lawrie Stephens

I certify that _____ is a Nonresident bidder as defined in Section 2252.001(3), Texas Government Code.
(Company Name)

and our principal place of business is

(City and State)

Signature _____

Print Name _____

EXCEPTIONS TO SPECIFICATIONS

If any item, material or equipment submitted as a part of this bid does not fully meet or exceed the minimum specifications as published, the exception(s) MUST be listed on this sheet and attached to the bid.

[illegible]

If no exceptions are listed, it will be assumed that the bid meets or exceeds the minimum specifications and any purchase contract as a result of this bid will be contingent on that condition.

Company MES-TEXAS

Agent Louise Stephens

ATTACHMENT I

REFERENCES

Each Bidder is to provide a minimum of three (3) verifiable references in which the bidder has sold, maintained or provided this or similar product or service.

Company Name: LEANDER FD

Address: _____

Contact Person: _____

Telephone : () _____

Product Purchased by Reference: _____

Company Name: Corpus Christi FD

Address: _____

Contact Person: _____

Telephone : () _____

Product Purchased by Reference: _____

Company Name: CY FAR VFD

Address: _____

Contact Person: _____

Telephone : () _____

Product Purchased by Reference: _____

SEE ATTACHMENT



MES REFERENCE PAGE

- 1) Corpus Christi Fire Department
Asst. Chief Rick Trevino
2406 Leopard, Corpus Christi, TX 78408
T (361) 826-3905 F (361) 826-4449
Scott, Honeywell products, since 2006

- 2) CY Fair FD
Asst. Chief Steve Witt
9630 Telge Road, Houston, TX 77095
T (281) 550-6663 F (281) 550-7288

Scott Air Paks with onnongo misc. sales, many years

- 3) Leander Fire Department
Fire Chief Bill Gardner
P.O. Box 319, Leander, TX 78646
T (512) 528-1664 F (512) 528-0726

Morning Pride & Scott – Ongoing Sales Since 2009

- 4) Fort Worth Fire Department
Lt. Kenneth Trim
400 Grand Street, Ft. Worth, TX 76164
T (817) 392-6884 F (817) 392-6896

Scott Ongoing Sales Since 2005, other products since 2007

- 5) San Antonio Fire Department
Fred Casares
4531 Zarzamora, San Antonio, TX 78211
T (210) 206-2325 F (210) 923-0075
Scott since 2006, Honeywell and other items.