

SUPPLY AGREEMENT NO. 3657

Firefighting Clothing

THIS **Firefighting Clothing Supply Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Casco Industries, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Firefighting Clothing in response to Request for Bid No. **Sole Source 3657** ("RFB"), which RFB includes the required scope of work and all specifications and which RFB and the Contractor's bid response are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

1. **Scope.** Contractor will provide Firefighting Clothing in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. "Goods," "products", and "supplies", as used in this Agreement, refer to and have the same meaning.

2. Term.

- (A) This Agreement is for three years. The parties may mutually extend the term of this Agreement for up to zero additional zero-year periods ("Option Period(s)"), provided, the parties do so in writing prior to the expiration of the original term or the then-current Option Period.
- (B) At the end of the Term of this Agreement or the final Option Period, the Agreement may, at the request of the City prior to expiration of the Term or final Option Period, continue on a month-to-month basis for up to six months with compensation set based on the amount listed in Attachment B for the Term or the final Option Period. The Contractor may opt out of this continuing term by providing notice to the City at least 30 days prior to the expiration of the Term or final Option Period. During the month-to-month term, either Party may terminate the Agreement upon 30 days' written notice to the other Party.
- **3. Compensation and Payment.** This Agreement is for an amount not to exceed \$623,556.90, subject to approved extensions and changes. Payment will be made for goods delivered and accepted by the City within 30 days of acceptance,

subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next Option Period.

Invoices must be mailed to the following address with a copy provided to the Contract Administrator:

City of Corpus Christi Attn: Accounts Payable P.O. Box 9277 Corpus Christi, Texas 78469-9277

4. Contract Administrator. The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Enrique Mireles Fire Department 361-826-8422 enriquem@cctexas.com

- 5. Insurance. Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.
- 6. Purchase Release Order. For multiple-release purchases of products to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of products to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and products will remain with the Contractor until such time as the products are delivered and accepted by the City.

7. Inspection and Acceptance. City may inspect all products supplied before acceptance. Any products that are delivered but not accepted by the City must be corrected or replaced immediately at no charge to the City. If immediate correction or replacement at no charge cannot be made by the Contractor, a replacement product may be bought by the City on the open market and any costs incurred, including additional costs over the item's bid price, must be paid by the Contractor within 30 days of receipt of City's invoice.

8. Warranty.

- (A) The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.
- (B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.
- 9. Quality/Quantity Adjustments. Any quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator
- 10. Non-Appropriation. The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
- 11. Independent Contractor. Contractor will perform the work required by this Agreement as an independent contractor and will furnish such products in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.
- **12. Subcontractors.** In providing the Goods, Contractor will not enter into subcontracts or utilize the services of subcontractors.

- 13. Amendments. This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.
- 14. Waiver. No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
- 15. Taxes. The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
- 16. Notice. Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi Attn: Enrique Mireles

Fire Captain

1501 Holly Road, Corpus Christi, Texas 78417

Phone: 361-826-8422

Fax: N/A

IF TO CONTRACTOR:

Casco Industries, Inc. Attn: Teri Rutter Secretary/Sales 705 S. 8th, La Porte, TX 77571

Phone: 281-443-0999

Fax: 281-443-0858

17. CONTRACTOR SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF WHATEVER NATURE, CHARACTER, OR DESCRIPTION ON ACCOUNT OF PERSONAL INJURIES. PROPERTY LOSS. OR DAMAGE. OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION. COURT COSTS. ATTORNEYS' FEES AND EXPERT WITNESS FEES. WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH A BREACH OF THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT BY THE CONTRACTOR OR RESULTS FROM THE NEGLIGENT ACT, OMISSION, MISCONDUCT, OR FAULT OF THE CONTRACTOR OR ITS EMPLOYEES OR AGENTS. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING OR RESULTING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

18. Termination.

- (A) The City may terminate this Agreement for Contractor's failure to comply with any of the terms of this Agreement. The City must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City may terminate this Agreement immediately thereafter.
- (B) Alternatively, the City may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.
- 19. Owner's Manual and Preventative Maintenance. Contractor agrees to provide a copy of the owner's manual and/or preventative maintenance guidelines or instructions if available for any equipment purchased by the City pursuant to this Agreement. Contractor must provide such documentation upon delivery of such equipment and prior to receipt of the final payment by the City.
- **20. Limitation of Liability**. The City's maximum liability under this Agreement is limited to the total amount of compensation listed in Section 3 of this Agreement. In no event shall the City be liable for incidental, consequential or special damages.
- 21. Assignment. No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.
- **22. Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be

invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.

- **23. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:
 - A. this Agreement (excluding attachments and exhibits);
 - B. its attachments:
 - C. the bid solicitation document including any addenda (Exhibit 1); then,
 - D. the Contractor's bid response (Exhibit 2).
- **24. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.
- 25. Governing Law. Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 26. Public Information Act Requirements. This paragraph applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
- **27. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

(SIGNATURE PAGE FOLLOWS)

CONTRACTOR

Signature: Kaymond Murray				
	Raymond Murray ed Name:			
Title:	Vice-President of Sales & Marketing			
Date:	5/24/2021			

CITY OF CORPUS CHRISTI

Josh Chronley	
Assistant Director, Contracts and Procurement	
Date:	

Attached and Incorporated by Reference:

Attachment A: Scope of Work

Attachment B: Bid/Pricing Schedule
Attachment C: Insurance Requirements
Attachment D: Warranty Requirements

Incorporated by Reference Only:

Exhibit 1: RFB No. Sole Source 3657 Exhibit 2: Contractor's Bid Response

Attachment A: Scope of Work

SCOPE

This specification details design and materials criteria to afford protection to the upper and lower body, excluding head, hands, feet, against adverse environmental effects during structural firefighting. All materials and construction will meet or exceed NFPA Standard #1971 and OSHA for structural fire fighters protective clothing.

1. SIZING

In order to ensure that every member of the department can safely perform to the maximum of their ability without extra bulk and without restriction, Jackets and Pants shall be available in all sizes and dimensions as follows:

Pants:

Gender: Gender specific Men's and Women's pattern

Waist: Even sizes

Body Shape: Men's: Relaxed and Regular

Note: Relaxed is a fuller cut in the hips and thighs, like

relaxed jeans.

Women's: Relaxed

Inseam: Even sizes

Jackets:

Gender: Gender specific Men's and Women's patterns will be

available.

Chest: Even sizes

Back length: Men's 29", 32", 35", 40"

Women's 26", 29"

Body Shape: Men's: Straight and Tapered

Note: The straight cut offers more fullness at the hips (i.e. jacket sweep) and is recommended when an IH

Ready trouser is being specified.

Women's: Straight

Sleeve: 1" increments

Jackets and Pants available in only one standard shape will not be acceptable.

A. OUTER SHELL MATERIAL - JACKETS AND PANTS

The outer shell shall be constructed of TENCATE "AGILITYTM" featuring ENFORCETM Technology Kevlar®/PBO/ Nomex® blend material with an

approximate weight of 6.6 oz. per square yard in a twill weave. The shell material must be treated with a durable water-repellent finish that offers resistance to liquid absorption. Color of the garments shall be light gold, dark gold, or black.

B. THERMAL INSULATING LINER - JACKET AND PANTS

The thermal liner shall be constructed of TENCATE "CALDURA® ELITE SL2i or Titanium SL2i"; with an approximate weight of 7.7 oz. per square yard. This thermal liner consists of one layer of 1.5 oz. and one layer of 2.3 oz. per square yard Nomex® E-89 spunlaced Nomex®/Kevlar® aramid blend, quilt stitched to a Kevlar® filament and FR rayon/para-aramid/nylon inherently wicking Caldura® face cloth or one layer of 1.5 oz. and one layer of 2.3 oz. per square yard Nomex® E-89™ spunlaced Nomex®/Kevlar® aramid blend, quilt stitched to a Nomex® filament and FR rayon/para-aramid/nylon inherently wicking Titanium® face cloth. The thermal line shall be attached to the moisture barrier and bound together by bias-cut neoprene coated cotton/polyester around the perimeter. This provides superior abrasion resistance to the less expensive, less durable, "stitch and turn" method. Further mention of "Thermal Line" in this specification shall refer to this section.

C. MOISTURE BARRIER - JACKETS AND PANTS

The moisture barrier material shall be W.L. GORE **CROSSTECH® black moisture** barrier – Type 2F, which is comprised of a CROSSTECH® membrane laminated to a 3.3 ounce per square yard Nomex® IllAwoven pajama check substrate. The CROSSTECH® membrane is an enhanced bicomponent membrane comprised of an expanded PTFE (polytetrafluoroethylene, for example Teflon®) matrix having a continuous hydrophilic (i.e. water-loving) and oleophobic (i.e. oil-hating) coating that is impregnated into the matrix. CROSSTECH® moisture barrier seams shall be sealed with GORE-SEAM® tape using a Series 6000 (or higher) GORE-SEAM™ sealing machine to afford comparable bacteriophage penetration resistance performance. Further mention of "Specified Moisture Barrier" in this specification shall refer to this section.

D. SEALED MOISTURE BARRIER SEAMS

All moisture barrier seams shall be sealed with a minimum one inch wide sealing tape. One side of the tape shall be coated with a heat activated glue adhesive. The adhesive side of the tape shall be oriented toward the moisture barrier seam. The adhesive shall be activated by heat and the sealing tape shall be applied to the moisture barrier seams by means of pressure exerted by rollers for that purpose.

E. METHOD OF THERMAL LINER/MOISTURE BARRIER ATTACHMENT FOR JACKETS

AND PANTS

The thermal liner and moisture barrier shall be completely removable from the jacket shell. A total of six snap fasteners shall secure the thermal liner/moisture barrier to the outer shell along the length of the neck line under the top most collar. The top most collar shall be turned under and finished such that the snaps on the collar will not be able to contact the wearers skin. Corresponding snaps shall be installed through a moisture barrier leader measuring an approximate height of 1.75-2 inches and shall not penetrate through to the outer shell on the backside of the collar. The remainder of the thermal liner/moisture barrier shall be secured with snap fasteners appropriately spaced on each jacket facing and Ara-Shield® snap fasteners at each sleeve end. There shall be one Ara-Shield® snap tabs at the liner sleeve end which shall be colored to correspond with color coded snap tabs on the shell sleeve end for ease of matching the liner system to the outer shell after inspection or cleaning is completed.

The thermal liners and moisture barrier shall be completely removable from the pant shell. Nine snap fasteners shall be spaced along the waistband to secure the thermal liner to the shell. The legs of the thermal liner/moisture barrier shall be secured to the shell by means of Ara-Shield® snap fasteners, 2 per leg. The Ara-Shield® snap tabs on the shell shall be color coded to corresponding color coded snap tabs in the liner for ease of matching the liner system to the outer shell after inspection or cleaning is completed. There shall be no hook and loop used to close the liner access opening.

F. THERMAL PROTECTIVE PERFORMANCE

The assembled garment, consisting of an outer shell, moisture barrier and thermal liner, shall exhibit a TPP (Thermal Protective Performance) rating of not less than 35.

G. STITCHING

The outer shell shall be assembled using stitch type #301, #401, #514, and #516. The thermal liners and moisture barriers shall be assembled using stitch type #301, #401, #504, #514, and #516. Major A outer shell structural seams and major B structural liner seams, shall have a minimum of 8 to 10 stitches per inch. All major A seams shall be sewn with ball point needles only. All seams shall be continuously stitched only.

2. JACKET CONSTRUCTION

A. BODY

The body of the shell and AXTION® liner system shall be constructed of three separate panels consisting of two front panels and one back panel. The body panels shall be shaped so as to provide a tailored fit thereby enhancing body movement and shall be joined together by double stitching with Nomex® thread. One-piece outer shells shall not be acceptable.

B. AXTION® BACK

The jacket outer shell shall include inverted pleats to afford enhanced mobility and freedom of movement in addition to that provided by the AXTION® sleeves. The outer shell shall have two inverted pleats (one each side) installed on either side of the back-body panel. The inverted pleats shall begin at the top of each shoulder and extend vertically down the sides of the jacket to the hem. Pleats that do not extend to the hem will not be considered, since they do not provide a true AXTION® back.

The moisture barrier and thermal liner layers shall be designed with darts corresponding to the added length in the shell provided by the AXTION® back pleats. The darts are positioned at the shoulder blades, outside of the SCBA straps and work together with the corresponding outer shell pleats in the AXTION® back, providing maximum expansion. The moisture barrier darts will be seam sealed to assure liquid resistance integrity.

C. LOGOS

The garment brand shall be identified by means of red FR Nomex® thread embroidery on the top of the left collar denoting "GLOBE" as the manufacturer. There shall be a reflective label specific to the garment style, measuring 1 inch wide by 4 inches long, installed on the left packet flap.

D. DRAG RESCUE DEVICE (DRD)

A Firefighter Drag Rescue Device (DRD) shall be installed in each jacket. The ends of a 1 inch wide strap, constructed of Kevlar® shall be sewn together to form a continuous loop. The strap shall be installed in the jacket between the line system and outer shell such that when properly installed shall loop around each arm. The strap shall be accessed through a portal between the shoulders on the upper back where it is secured in place by an FR strap. The DRD shall be removable for laundering. The access port shall be covered by an outside flap of shell material, designed to fit between the shoulder straps of an SCBA. The flap shall have 3M Scotchlite™ reflective 2 inch Triple Trim sewn to the outside to clearly identify the feature as the DRD flap. The DRD shall not extend beyond the outside flap. This device provides a quickly deployed means of rescuing a downed firefighter. Flimsy, rope-style DRD straps will not be considered.

E. LINER ACCESS OPENING (JACKET)

The liner system of the jacket shall incorporate an opening at each of the leading edges of the left and right front panels. This opening shall run a minimum of 12 inches along the perimeters for the purpose of inspecting the integrity of the jacket liner system. When installed into the outer shell the Liner Access Opening will be covered and protected by the overlap of the outer shell facing.

F. RETROREFLECTIVE FLUORESCENT TRIM

The retroreflective fluorescent trim shall be lime/yellow 3M Scotchlite™Triple Trim (L/Y borders with silver center). Each jacket shall have an adequate amount of retroreflective fluorescent trim affixed to the outside of the outer shell to meet the requirements of NFPA 1971 and OSHA. The trim shall be in the following widths and shall be High Visibility (HV) style; 3 inch wide stripes – around the bottom of the jacket within approximately 1 inch of the hem, horizontally across the chest area approximately 3 inches below the armpit, around each sleeve below the elbow, around each sleeve above the elbow, across the shoulders on the back approximately 71/2 inches below the neck seam, two vertical stripes on the back (one on each side) beginning at the top of the bottom band of trim and extending up to the bottom of the upper band of trim.

G. REINFORCED TRIM STITCHING

All reflective trim is secured to the outer shell with Nomex® thread, using a locking chainstitch protected by our exclusive TrimTrax® system. Developed exclusively by Globe Manufacturing Co., LLC. This strip of 3/32 inch strong, durable, flame resistant black Kevlar® cording provides a bed for the stitching along each edge of the retroreflective fluorescent trim surface and affords extra protection for the thread from abrasion. TrimTrax® has been proven to be 5 to 7 times more durable than single or even double rows of stitching, significantly reducing maintenance costs and providing more value and a longer service life. Two rows of stitching used to attach the trim in place of the TrimTrax® shall be considered an unacceptable alternative, since it has been proven that the two rows of stitching have insignificant impact on wear life. All trim ends shall be securely sewn into a seam for a clean finished appearance.

H. SEWN ON RETROREFLECTIVE LETTERING

Each jacket shall have 2" lime/yellow 3M Scotchlite™ lettering on Row reading: CCFD

Each jacket shall have 2" lime/yellow 3M Scotchlite™ lettering on an HLP reading: FF LAST NAME

I. HANGING LETTER PATCH (HLP)

The hanging letter patch shall be constructed of a double layer of black outer shell material. The letter patch will attach to the rear inside hem of the jacket with a combination of snap fasteners and FR hook & loop fastener tape.

J. COLLAR & FREE HANGING THROAT TAB

The collar shall consist of a minimum four-layer construction and be of onepiece design. There shall be two layers of specified moisture barrier material sandwiched in between two layers of outer shell fabric (see Moisture Barrier section). The forward inside ply of moisture barrier shall be sewn to the inside of the collar along the edges only. The multi-layers configuration shall provide protection from water and other hazardous elements, while maintaining thermal protection. The collar shall be a minimum of 3 inches high and graded to chest size. The leading edges of the collar shall extend up evenly from the leading edges of the jacket front body panels so that no gap occurs at the throat area. The collar back layers of outer shell and moisture barrier shall be joined to the body panels with a minimum of two rows of stitching. The collar front layers of outer shell and moisture barrier fabric shall have a series of 6 snap fasteners spaced equidistant to minimize gaps on lower edge of the collar. The top most collar shall be turned under and finished such that the snaps on the collar will not be able to contact the wearer's skin. There shall be 6 corresponding snap fasteners on a moisture barrier leader, which is sewn to the thermal liner system to engage the snaps on the collar. The snaps on the thermal liner system leader will be installed such that they do not penetrate from the outer shell through to the inner layers. This moisture barrier leader on the thermal line system shall be sandwiched between the underside of the top collar shell fabric and moisture barrier material and the bottom collar shell fabric and moisture barrier material so as to reduce the possibility of liner detachment while donning and doffing.

The throat tab shall be a scoop type design and constructed of two plies of outer shell material with two center plies of moisture barrier material. The throat tab shall measure not less than 3 inches wide at the center tapering to 2 inches at each end with a total length of approximately 9 inches. The throat tab will be attached to the right side of the collar by a 1 inch wide by 1 inch long piece of Nomex® twill webbing. The throat tab shall be secured in the closed and stowed position with FR hook and loop fastener tape. The FR hook and loop fastener tape shall be oriented to prevent exposure to the environment when the throat tab is in the closed position. Two 1 ½ inch by 3 inch pieces of FR loop fastener tape shall be sewn vertically to the inside of each of the throat tab. Corresponding pieces of FR hook fastener tape measuring 1 inch by 3 inches shall be sewn horizontally to the leading outside edge of the collar on each side, for attachment and adjustment when in the closed position and wearing a breathing apparatus mask. In order to provide a means of storage for the throat tab when not in use, a 1 inch by 3 inch piece of FR hook fastener tape shall be sewn horizontally to the inside of the throat tab immediately under the 1 ½ inch by 3 inch pieces of FR loop fastener tape. The collar closure strap shall fold in half for storage with the FR

loop fastener tape engaging the FR hook fastener tape.

A hanger loop constructed of a double layer of outer shell material shall be sewn to the top of the collar at the center.

K. JACKET FRONT

The jacket shall incorporate separate facings to ensure there is no interruption in thermal or moisture protection in the front closure area. The facings shall measure approximately 2 ½ inches wide, extend from collar to hem, and be double stitched to the underside of the outer shell at the leading edges of the front body panels. A breathable moisture barrier material shall be sewn to the jacket facings and configured such that it is sandwiched between the jacket facing and the inside of the respective body panel. The breathable film side shall face inward to protect it. There shall be wicking barrier constructed of Crosstech® 2F moisture barrier material installed on the front closure system on the left and right side directly below the front facings to ensure continuous protection and overlap. The wicking barrier shall extend no more than a maximum of ¾" beyond the inner facing and false facing shall be unacceptable. The thermal liner and moisture barrier assembly shall be attached to the jacket facings by means of snap fasteners.

L. STORM FLAP

A rectangular storm flap measuring approximately 3 inches wide and a minimum of 23 inches long (based on a 32" jacket) shall be centered over the left and right body panels to ensure there is no interruption in thermal or moisture protection in the front of the jacket. The outside storm flap shall be constructed of two plies of outer shell material with a center ply of breathable moisture barrier material. The outside storm flap shall be double stitched to the right side body panel and shall be reinforced at the top and bottom with bar tacks.

M. STORM FLAP AND JACKET FRONT CLOSURE SYSTEM

The jacket shall be closed by means of a 22 inch size #10 heavy duty high-temp smooth-gliding YKK Vision® zipper on the jacket fronts and FR hook and loop fastener tape on the storm flap. The teeth of the zipper shall be mounted on black Nomex® tape and shall be sewn into the respective jacket fronts. The storm flap shall close over the left and right jacket body panels and shall be secured with FR hook and loop fastener tape. A 1½ inch piece of FR loop fastener tape shall be installed along the leading edge of the storm flap on the underside with four rows of stitching. A corresponding 1½ inch piece of FR hook fastener tape shall be sewn with four rows of stitching to the front body panel and positioned to engage the loop fastener tape when the storm flap is closed over the front of the jacket.

N. CARGO/HANDWARMER EXPANSION (BELLOWS) POCKETS

Each jacket front body panel shall have a 2 inch deep by 8 inch wide by 8 inch high expansion pocket, double stitched to it and shall be located such that the bottom of the pockets is at the bottom of the jacket for full functionality when used with an SCBA. Retroreflective trim shall run over the bottom of the pockets so as not to interrupt the trim stripe. Two rust resistant metal drain eyelets shall be installed in the bottom of each expansion pocket to facilitate drainage of water. The expansion pocket shall be reinforced with a layer of Kevlar® approximately 5 inches up on the inside pocket. The pocket flaps shall be rectangular in shape, constructed of two layers of outer shell material and shall measure 3 inches deeper than the pocket expansion and ½ inch wider than the pocket. The upper pocket corners shall be reinforced with proven bar tacks and pocket flaps shall be reinforced with bar tacks. The pocket flaps shall be closed by means of FR hook and loop fastener tape. Two pieces of 1 ½ inch by 3 inch FR loop fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape.

Additionally, a separate hand warmer pocket compartment will be provided under the expandable cargo pocket. This compartment will be accessed from the rear of the pocket and shall be lined with Nomex® Fleece for warmth and comfort. Shell material linings shall not be considered acceptable.

(32" or shorter length) Retroreflective trim shall run over the bottom of the pockets so as not to interrupt the trim stripe.

26" length jacket – standard size pockets are not available, expansion pockets are available in either 2 inch deep by 10 inch wide by 6 inch high or 2 inch deep by 8 inch wide by 6 inches high.

O. AXTION® SLEEVES

The sleeves shall be of two piece construction and contoured, having an upper and a lower sleeve. Both the under and upper sleeve shall be graded in proportion to the chest size. For unrestricted movement, on the underside of each sleeve there shall be two outward facing pleats located on the front and back portion of the sleeve on the shell and thermal liner. On the moisture barrier, the system will consist of two darts, rather than pleats, to allow added length in the under sleeve. The moisture barrier darts will be seam sealed to assure liquid resistance integrity.

The pleats shall expand in response to upper arm movement and shall fold in on themselves when the arms are at rest. This expansion shall allow for greater multi-directional mobility and flexibility in the shoulder and arm areas, with little restriction or jacket rise. Neither stove-pipe nor raglan-style sleeve designs will be considered acceptable.

P. SLEEVE CUFF REINFORCEMENTS

The sleeve cuffs shall be reinforced with a layer of black Dragonhide® material. The cuff reinforcements shall not be less than 2 inches in width and folded in half, approximately one half inside and one half outside the sleeve end for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched to the sleeve end; a single row of stitching shall be considered unacceptable. This independent cuff provides an additional layer of protection as compared to a turned and stitched cuff. Jackets finished with a turned and stitched cuff do not provide the same level of abrasion resistance and will be considered unacceptable.

Q. WRISTLETS/ELASTICIZED ADJUSTABLE SLEEVE WELLS

Each jacket shall be equipped with Nomex® hand and wrist guards not less than 7 inches in length and of double thickness. A separate thumbhole with an approximate diameter of 2 inches shall be recessed approximately 1 inch from the leading edge. Nomex® knit is constructed of 96% Nomex® and 4% spandex for shape retention. The color of the wristlets shall be grey.

The wristlets shall be sewn to the end of the liner sleeves. Flame resistant neoprene coated cotton/polyester material shall be sewn to the inside of the sleeve shell approximately 5 inches from the sleeve end and extending toward the cuff forming the sleeve well. The neoprene sleeve well shall form an elasticized cuff end with an FR hook and loop fastener tape tab providing a snug fit at the wrist and covering the knit wristlet. This sleeve well configuration serves to prevent water and other hazardous elements from entering the sleeves when the arms are raised. The neoprene material shall also line the inside of the sleeve shell from the cuff to a point approximately 5 inches back, where it joins the sleeve well and is double stitched to the shell. Four Ara-Shield® snap tabs will be sewn into the juncture of the sleeve well and wristlet. The tabs will be spaced equidistant from each other and shall be fitted with female snap fasteners to accommodate corresponding male snaps in the liner sleeves. One of the Ara-Shield® snap tabs shall be a different color in the liner to correspond with color coded snap tabs for ease of matching the liner system to the outer shell after inspection or cleaning is completed. This configuration will ensure there is no interruption in protection between the sleeve liner and wristlet.

R. LINER ELBOW THERMAL ENHANCEMENT

An additional layer of thermal liner material shall be sewn to the elbowarea of the liner system for added protection at contact points and increased thermal insulation in this high compression area. The elbow thermal

enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. Finished dimension shall be approximately 5 inches by 8 inches. All edges shall be finished by means of overedging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding.

S. LINER SHOULDER AND UPPER BACK THERMAL ENHANCEMENT

A minimum of one additional layer of thermal liner material shall be used to increase thermal insulation in the upper back, front and shoulder area of the liner system. This full-cut thermal enhancement layer shall drape over the top of each shoulder extending from the collar to the sleeve/shoulder seam, down the front approximately 5 inches from the juncture of the collar down the back to a depth of approximately 5 ¾ inches to provide greater CCHR protection in this high compression area. The upper back, front and shoulder thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. The thermal enhancement layer shall have finished edges by means of overedging. Raw or unfinished edges, shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding. Smaller CCHR reinforcement shall not be considered acceptable since they provide far less area of coverage.

T. RADIO POCKET

Each jacket shall have a pocket designed for the storage of a portable radio. This pocket shall be of box type construction, double stitched to the jacket and shall have one drainage eyelet in the bottom of the pocket. The pocket flap shall be constructed of two layers of outer shell material measuring approximately 3 inches longer than the depth of the pocket and 1/4 inch wider than the pocket. The pocket flap shall be closed by means of FR hook and loop fastener tape. A 1 ½ inch by 3 inch piece of FR hook fastener tape shall be installed on the inside of the pocket flap beginning at the center of the bottom of the flap. A 1 ½ inch by 3 inch piece of FR loop fastener tape shall be installed horizontally on the outside of the pocket near the top center and positioned to engage the hook fastener tape. In addition, the entire inside of the pocket shall be lined with neoprene coated cotton/polyester material to ensure that the radio is protected from the elements. The impermeable barrier material shall also be sandwiched between the two layers of outer shell material in the pocket flap for added protection. The radio pocket shall measure approximately 3 inches deep by 3.5 inches wide by 9 inches high and shall be installed on the left chest.

U. MICROPHONE STRAPS

Straps shall be constructed to hold a microphone for a portable radio. They

shall be sewn to the jacket at the ends only and shall be constructed of double layer outer shell material. The size of the microphone strap shall be 1 inch x 3 inches. The microphone straps shall be mounted in the following locations:

- 1-Horizontally above the radio pocket
- 1-Horizontally three inches from the top of the storm flap

3. PANT CONSTRUCTION

A. BODY

The body of the shell shall be constructed of four separate body panels consisting of two front panels. The body panels shall be shaped so as to provide a tailored fit, thereby enhancing body movement and shall be joined together by double stitching with Nomex® thread. The body panels and seam lengths shall be graded to size to assure accurate fit in a broad range of sizes.

The front body panels will be wider than the rear panels will be wider than the rear body panels to provide more fullness over the knee area. This is accomplished by rolling the side leg seams (inside and outside) to the rear of the pant leg beginning at the knee. The slight taper will prevent premature wear of the side seams by pushing them back and away from the primary high abrasion areas encountered on the sides of the lower legs.

B. AXTION® SEAT

The rise of the rear pant center back seam, including gusset if any, from the top back of the waistband to where it intersects the inside leg seams at the crotch shall exceed the rise at the front of the pant by 8 inches. The longer rear center back seam provides added length in the seat for mobility without restriction when stepping up, kneeling, or crawling and maintains proper alignment of the knee, without twisting, directly over the knee pads when kneeling and crawling.

C. LINER ACCESS OPENING (PANT)

The thermal liner and moisture barrier layers of the pant liner system shall be constructed in such a way as to allow an access opening for interior inspection, service and replacement. The thermal liner and moisture barrier layers shall be stitched together for security and prevention of inadvertent use of one layer without the other. The liner system shall have a reinforcement of black Nomex® twill material sewn to the bottom of the fly opening. This reinforcement will serve to prevent the liner from tearing in that area from the constant donning and doffing of the pants. The liner system of the pant shall incorporate an opening along the back of the waistline for ease in inspecting the inner layers and to facilitate performing the complete

Liner Inspection. The thermal liner and moisture barrier shall be individually bound with a neoprene coated bias cut tape and joined together on each of the front panels, along the waistband from the front fly opening to side seam. The back of the liner system will be allowed to remain open with two snaps on either side of the back seam to attach the moisture barrier layer to the thermal liner layer. As described previously, the pant thermal layer system snaps directly to the independent waistband by means of nine snap fasteners. There shall be no hook and loop used to close the liner access opening.

D. RETROREFLECTIVE FLUORESCENT TRIM

The pants shall have a stripe of retroreflective fluorescent trim encircling each leg below the knee to comply with the requirements of NFPA #1971 in 3 inch lime/yellow 3M ScotchliteTM Triple Trim (L/Y borders with silver center). The bottom of the trim band shall be located approximately 3" above cuff.

E. REINFORCED TRIM STITCHING

All reflective trim is secured to the outer shell with Nomex® thread, using a locking chainstitch protected by our exclusive TrimTrax® system. Developed exclusively by Globe Manufacturing Co., LLC. This strip of 3/32-inch strong, durable, flame resistant black Kevlar® cording provides a bed for the stitching along each edge of the retroreflective fluorescent trim surface and affords extra protection for the thread from abrasion. TrimTrax® has been proven to be 5 to 7 times more durable than single or even double rows of stitching, significantly reducing maintenance costs and providing more value and a longer service life. Two rows of stitching used to attach the trim in place of the TrimTrax® shall be considered an unacceptable alternative, since it has been proven that the two rows of stitching has insignificant impact on wear life. All trim ends shall be securely sewn into a seam for a clean finished appearance.

F. ELASTICIZED WAISTBAND

The pant design facilitates the transfer of the weight of the pant to the hips instead of shoulders and suspenders. The two rear outer-shell body panels, beginning at the pant side seams, shall incorporate an elasticized waist insert, running from the side seam towards the back of the trouser for an approximate distance of 4 inches. The rear elasticized waist inserts shall be integral to the shell of the pant and the elasticized portions shall be covered by the outer shell fabric of the pant.

The waist area of the pants shall be reinforced on the inside with a separate piece of black aramid outer shell material, cut on the bias (diagonally). The reinforcement shall be folded in half, for a finished bottom edge and shall have a finished width of not less than approximately 1 ½ inches. The top

edge of the waistband reinforcement shall be double stitched to the outer shell at the top of the pants. The lower edge of the waistband shall be unattached to the shell to accept the thermal liner and moisture barrier. The top of the thermal liner and moisture barrier shall be secured to the underside of the waistband reinforcement by means of nine snaps, spaced equidistant along the length of the waistband reinforcement. Inserting the liner system between the waistband reinforcement and outer shell serves to reduce the possibility of liner detachment while donning and doffing. The independent waistband construction affords greater comfort and fit than a turned and stitched method. Pants that do not include an independent waistband or are not cut on the bias will not provide the same amount of stretch to the garment and shall be considered unacceptable.

G. EXTERNAL/INTERNAL FLY FLAP

The pants will have a vertical outside fly flap constructed of two layers of outer shell material, with a layer of moisture barrier material sandwiched between. The fly flap shall be double stitched to the left front body panel and shall measure approximately 2 ¾ inches wide, with a length graded to size based on waist measurement and reinforced with back tacks at the base. An internal fly flap constructed of one layer of outer shell material, thermal liner and specified moisture barrier, measuring approximately 2 inches wide, with a length graded to size based on waist, shall be sewn to the leading edge of the right front body panel.

The underside of the outside fly flap shall have a 1 ½ inch wide piece of FR loop fastener tape quadruple stitched full length along the shell material only; stitching shall not penetrate the moisture barrier insert between the two shell fabric layers to insure greater thermal protection and reduced water penetration. A corresponding strip of 1 ½ inch wide piece of FR hook fastener tape shall be quadruple stitched to the outside right front body panel securing the fly in a closed position.

H. BELT

Each pant shall include an approximate 2 inch wide black aramid belt with a self-locking hi-temp thermoplastic buckle serving as the exterior primary positive locking closure. Sizing adjustment shall be provided by means of the black belting which can be threaded through the male portion of the 2 inch thermoplastic buckle; this buckle shall also provide a quick-release mechanism for donning and doffing. The belt shall be attached to the two front body panels of the pant at the side seams and shall run through tunnels constructed of black 7 ½ osy aramid outer shell material, protecting the belt from damage. The tunnels will begin at the side seams and run to the front of the pant, terminating at the buckle closure system. A single belt loop constructed of a double layer of black 7 ½ osy aramid measuring

approximately $\frac{1}{2}$ inch by 3 inches shall be attached to the topside of the right side tunnel. The belt loop will be located approximately 2 inches from the tunnel opening for storage of the belt tab.

I. MICROPHONE STRAP

A strap shall be constructed to hold a microphone for a portable radio. It shall be sewn to the pant at the ends only and shall be constructed of double layer outer shell material. The size of the microphone strap shall be 1 inch x 3 inches. The microphone strap shall be mounted vertically at the top center rear of the pant.

J. AXTION® KNEE

The outer shell of the pant legs shall be constructed with horizontal expansion pleats in the knee area with corresponding darts in the liner to provide added fullness for increased freedom of movement and maximum flexibility. The pleats shall be folded to open outwardly towards the side seams to insure no restriction of movement. The AXTION® knee will be installed proportionate to the pant inseam, in such a manner that it falls in an anatomically correct knee location.

The thermal liner shall be constructed with four darts per leg in the front of the knee. Two will be located above the knee (one on each side) and two will be located below the knee (one on each side). On the moisture barrier, the system will consist of two darts, rather than pleats, to allow added length in the under knee. The darts in the liner provide a natural bend at the knee. The darts in the liner work in conjunction with the expansion panels in the outer shell to increase freedom of movement when kneeling, crawling, climbing stairs or ladders, etc.

K. LINER KNEE THERMAL ENHANCEMENT

A minimum of one additional layer of specified thermal liner and one additional layer of moisture barrier material, measuring a minimum of 9 inches by 11 inches, will be sewn to the knee area of the line, system for added CCHR protection and increased thermal insulation in this high compression area. The knee thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. The thermal enhancement layer shall have finished edges by means of overedging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding. Smaller CCHR reinforcement shall not be considered acceptable since they provide far less area of coverage.

L. KNEE REINFORCEMENTS

The knee area shall be reinforced with a layer of black Dragonhide® material. The knee reinforcement shall be centered on the leg to insure proper coverage when bending, kneeling and crawling. The knee reinforcements shall measure 9 inches wide by 12 inches high and shall be double stitched to the outside of the outer shell in the knee area for greater strength and abrasion resistance. The knee reinforcement specified shall be removable without opening up any seams of the outer shell of the pant. The knee reinforcement specified shall be removable for replacement without opening Major A seams of the outer shell of the pant.

M. PADDING UNDER KNEE REINFORCEMENTS

Padding for the knees shall be accomplished with one layer of Silizone® foam, sandwiched between the thermal liner and moisture barrier.

N. EXPANSION (BELLOWS) POCKETS

An expansion pocket, measuring approximately 2 inches deep by 10 inches wide by 10 inches high shall be double stitched to the side of each lea straddling the out seam above the knee and positioned to provide accessibility. The lower half of each expansion pocket shall be reinforced with an additional layer of Kevlar® twill material on the inside. Two rust resistant metal drain eyelets shall be installed on the underside of each expansion pocket to facilitate drainage of water. The pocket flaps shall be rectangular in shape, constructed of two layers of outer shell material and shall measure 3 inches deeper than the pocket expansion and ½ inch wider than the pocket. The upper pocket corners shall be reinforced with proven bar tacks and pocket flaps shall be reinforced with bar tacks. The pocket flaps shall be closed by means of FR hook and loop fastener tape. Two pieces of 1 ½ inch by 3 inch FR hook fastener tape shall be installed vertically on the inside of each pocket flap (one piece on each end). Two corresponding pieces of 1 ½ inch by 3 inch FR loop fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape.

O. PANT CUFF REINFORCEMENTS

The cuff area of the pants shall be reinforced with a layer of black Dragonhide® material. The cuff reinforcement shall not be less than 2 inch in width and folded in half, approximately one half inside and one half outside the end of the legs for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched to the outer shell for a minimum of two rows of stitching. This independent cuff provides an additional layer of protection over a hemmed cuff. Pants that are turned and stitched at the cuff, as opposed to an independent cuff reinforcement, do not provide the same level of abrasion resistance and shall be considered unacceptable.

P. PADDED RIP-CORD SUSPENDERS & ATTACHMENT

On the inside waistband shall be attachments for the standard "H" style "Padded Rip-Cord" suspenders. There will be four attachments total – 2 front, 2 back. The suspender attachments shall be constructed of a double layer of black aramid measuring approximately ½ inch wide by 3 inches long. They shall be sewn in a horizontal position on the ends only to form a loop. The appearance will be much like a horizontal belt loop to capture the suspender ends.

A pair of "H" style "Padded Rip-Cord" suspenders shall be specially configured for use with the pants. The main body of the suspenders shall be constructed of 2 inch wide black webbing straps. The suspenders shall run over each shoulder to a point approximately shoulder blade high on the back, where they shall be joined by a 2 inch wide horizontal piece of webbing measuring approximately 8 inches long, forming the "H". This shall prevent the suspenders from slipping off the shoulders. The shoulder area of the suspenders will be padded for comfort by fully encasing the webbing with aramid batting and wrap-around black aramid.

The rear ends of the suspenders will be sewn to 2-inch wide elasticized webbing extensions measuring approximately 8 inches in length and terminating with thermoplastic loops. The forward ends of the suspender straps shall be equipped with specially configured black powder coat non-slip metal slides with teeth. Through the metal slides will be the 9 inch lengths of strap webbing "Rip-Cords" terminating with thermoplastic loops on each end. Pulling on the "Rip-Cords" shall allow for quick adjustment of the suspenders.

Threaded through and attached to the thermoplastic loops on the forward and rear ends of the suspenders will be black aramid suspender attachments incorporating two snap fasteners. The aramid suspender attachments are to be threaded through the suspender attachment loops on the inside waistband of the pants. The aramid suspend attachments will then foldover and attach to themselves securing the suspender to the pants.

Q. REVERSE BOOT CUT

The outer shell pant leg cuffs will be constructed such that the back of the leg is approximately 1 inch shorter than the front. The liner will also have a reverse boot cut at the rear of the cuff and a concave cut at the front to keep the liner from hanging below the shell. This construction feature will minimize the chance of premature wear of the cuffs and injuries due to falls as a result of "walking" on the pant cuffs. Pants that have "cut-outs" in the back panel rather than a contoured boot cut shall be considered

unacceptable.

4. THIRD PARTY TESTING AND LISTING PROGRAM

All components used in the construction of these garments shall be tested for compliance to NFPA Standard #1971 by Underwriters Laboratories (UL). Underwriters Laboratories shall certify and list compliance to that standard. Such certification shall be denoted by the Underwriters Laboratories certification mark.

5. LABELS

Appropriate warning label(s) shall be permanently affixed to each garment. Additionally, the NFPA certification label shall include the following information:

Compliance to NFPA Standard #1971
Underwriters Laboratories classified mark
Manufacturer's name
Manufacturer's address
Manufacturer's garment identification number
Date of manufacture
Size

6. ISO CERTIFICATION/REGISTRATION

The protective clothing manufacturer shall be certified and registered to ISO Standard 9001 to assure a satisfactory level of quality.

7. WARRANTY

The manufacturer shall warrant these jackets and pants to be free from defects in materials and workmanship for their serviceable life when properly used and cared for.

8. HOOK AND LOOP SUPPORT PROGRAM

Support program shall cover hook or loop tape that has begun to fray or otherwise degrade from normal wear. This program shall remain in effect for a period of five years from the original date of manufacture of the garment. This support program shall cover the repair or replacement, without charge, of any hook and/or loop on the garments produced by the manufacturer providing the garments are otherwise serviceable.

This support program does NOT cover damage from fire, heat, chemicals,

misuse, accident or negligence. Failure to properly care for garments will serve to void this support program.

9. SIZING BY VENDOR

Both male and female sizing samples shall be available. Measuring with a tape measure is not acceptable.

10. GARMENT TRAINING AND SUPPORT

OSHA requires employees be trained on the capabilities and limitations of their Personal Protective Equipment. The selected vendor shall provide the following:

On-site care and maintenance training shall be provided by the manufacturer. Training shall be in compliance with NFPA 1851, current edition, at the conclusion of which each participant shall receive a certificate of completion.

An on-site OSHA mandated training class on the Knowing the Limits of Your PPE shall be provided at no charge. The training shall include structural firefighting coat, pants and boots.

11. BAR-CODE/RECORD KEEPING INTERFACE

A 1 dimensional barcode, in the interleaved 2 of 5 format shall be printed on the label of each separable layer of the garment. This barcode shall represent the serial number of the garment. The manufacturer shall be able to provide a detailed list of each asset of a drop-shipped order, and shall include the following:

- Brand
- Order Number
- Serial Number
- Style Number
- Color
- Description
- Chest/Waist Size
- Jacket/pant length
- Sleeve Length
- Date of Manufacture
- Mark-For Data

This information shall be able to be imported into the manufacturers web-based system designed to facilitate the organization and tracking of assets in accordance with the cleaning and inspection requirements of OSHA and NFPA 1851.

12. PPE RECORD KEEPING

The manufacturer shall make available and no-charge, a password protected data based backed website that does not care whose brand of PPE assets are being recorded. The website shall have the functionality to allow the manufacturer to import all of the pertinent data into the department's account so that the initial data entry by fire department personnel is eliminated. The website shall allow for the department to use a barcode scanner, if desired, to scan the interleaved 2 of 5 barcode found in the gear b going to the Search the Serial Number page in PPE record keeping program, and scanning the asset's barcoded serial number.

13. EXCEPTIONS TO SPECIFICATIONS

Any and all exceptions to the above specifications must be clearly stated for each heading. Use additional pages for exceptions, if necessary.

14. COUNTRY OF ORIGIN

Jackets and pants shall be manufactured in the United States.



Providing Protection for those Who Protect Us

Since 1950 1920 Rankin Road Suite 155 Houston, Texas 77073 281-443-0999 Office 281-443-0858 Fax

QUOTATION

To: CORPUS CHRISTI FD
Attn: ENRIQUE MIRELES

Fax:

E-Mail: enruquem@cctexas.com

Ship to: Same

Year 1 Quote

VALID FOR 1 YEAR

Date	Quoted By	Date Expected	Ship Via	F.O.B.	Terms
5/14/2021	TERI RUTTER		Best Way	Shipping Point	NET 30

Qty	Description	Unit Price	Total
90	GLO-15757G	1,237.26	111,353.40
	COAT GX3J/AGILITY PER CORPUS CHRISTI SPEC		
90	GLO-25757G	939.00	84,510.00
	PANT GX3P/AGILITY PER CORPUS CHRISTI		
	SPEC		
	PRICES GOOD UNTIL JUNE 2022 PER RAYMOND		
	NO FREIGHT CHARGE IF PAID WITHIN 30 DAYS		

Sub Total	\$195,863.40
Shipping	0.00
TOTAL	\$195,863.40

TERI RUTTER/SECRETARY-SALES teri@cascoindustries.com



Providing Protection for those Who Protect Us

Since 1950 1920 Rankin Road Suite 155 Houston, Texas 77073 281-443-0999 Office 281-443-0858 Fax

QUOTATION

To: CORPUS CHRISTI FD

Attn: ENRIQUE MIRELES

Fax:

E-Mail: enruquem@cctexas.com

Ship to: Same

2023

Year 2 Quote

VALID FOR 1 YEAR

Date	Quoted By	Date Expected	Ship Via	F.O.B.	Terms
5/18/2021	TERI RUTTER		Best Way	Shipping Point	NET 30

Qty	Description	Unit Price	Total
90	GLO-15757G	1,311.50	118,035.00
	COAT GX3J/AGILITY PER CORPUS CHRISTI SPEC		
90	GLO-25757G	995.35	89,581.50
	PANT GX3P/AGILITY PER CORPUS CHRISTI		
	SPEC		
	PRICES GOOD UNTIL JUNE 2023		
	NO FREIGHT CHARGE IF PAID WITHIN 30 DAYS		

Sub Total	\$207,616.50
Shipping	0.00
TOTAL	\$207,616.50

TERI RUTTER/SECRETARY-SALES teri@cascoindustries.com



Providing Protection for those Who Protect Us

Since 1950 1920 Rankin Road Suite 155 Houston, Texas 77073 281-443-0999 Office 281-443-0858 Fax

QUOTATION

To: CORPUS CHRISTI FD
Attn: ENRIQUE MIRELES
Ship to: Same

Fax: 2024

E-Mail: enruquem@cctexas.com

Year 3 Quote

VALID FOR 1 YEAR

Date	Quoted By	Date Expected	Ship Via	F.O.B.	Terms
5/18/2021	TERI RUTTER		Best Way	Shipping Point	NET 30

Qty	Description	Unit Price	Total
90	GLO-15757G	1,390.20	125,118.00
	COAT GX3J/AGILITY PER CORPUS CHRISTI SPEC		
90	GLO-25757G	1,055.10	94,959.00
	PANT GX3P/AGILITY PER CORPUS CHRISTI		
	SPEC		
	PRICES GOOD UNTIL JUNE 2024		
	NO FREIGHT CHARGE IF PAID WITHIN 30 DAYS		

Sub Total	\$220,077.00
Shipping	0.00
TOTAL	\$220,077.00

TERI RUTTER/SECRETARY-SALES teri@cascoindustries.com

ATTACHMENT C: INSURANCE REQUIREMENTS

I. CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this agreement until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor Agency to commence work until all similar insurance required of any subcontractor Agency has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administer one (1) copy of Certificates of Insurance (COI) with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General liability and Auto Liability policies by endorsement, and a waiver of subrogation is required on all applicable policies. Endorsements must be provided with COI. Project name and or number must be listed in Description Box of COI.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
Commercial General Liability Including:	\$1,000,000 Per Occurrence
 Commercial Broad Form Premises – Operations Products/ Completed Operations Contractual Liability Independent Contractors Personal Injury- Advertising Injury 	
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$500,000 Combined Single Limit
WORKERS' COMPENSATION	Statutory
EMPLOYER'S LIABILITY	\$500,000 /\$500,000 /\$500,000

C. In the event of accidents of any kind related to this agreement, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

II. <u>ADDITIONAL REQUIREMENTS</u>

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in an amount sufficient to assure that all workers' compensation obligations incurred by the Contractor will be promptly met.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A-VII.
- C. Contractor shall be required to submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Contractor shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi Attn: Risk Manager P.O. Box 9277 Corpus Christi, TX 78469-9277

- D. Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:
 - List the City and its officers, officials, employees, volunteers, and elected representatives
 as additional insured by endorsement, as respects operations, completed operation
 and activities of, or on behalf of, the named insured performed under contract with the
 City, with the exception of the workers' compensation policy;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City
 of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide 30 calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than 10 calendar days advance written notice for nonpayment of premium.

- E. Within 5 calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to remove the exhibit hereunder, and/or withhold any payment(s) if any, which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations under this agreement.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

Bond Requirements:

No bond requirements therefore, Agreement Section 5 Insurance; Bond subsection 5(B), is hereby void.

2021 Insurance Requirements
Ins. Req. Exhibit **4-B**Contracts for General Services – Services Performed Onsite
05/10/2021 Risk Management – Legal Dept.

ATTACHMENT D: WARRANTY REQUIREMENTS

The manufacturer shall warrant these jackets and pants to be free from defects in materials and workmanship for their serviceable life when properly used and cared for.