



**City of Fort Worth / Purchasing Division  
INVITATION TO BID NO. 07-0010**

**ATTACK AND SUPPLY FIRE HOSES FOR THE FIRE DEPT.**

**BID CLOSING DATE: FEBRUARY 1, 2007**

**For further information contact: Glenda L. Birdow, Sr. Buyer 817-392-8354**

**FAX (817)392-8440, email address: [Glenda.Birdow@fortworthgov.org](mailto:Glenda.Birdow@fortworthgov.org)**

**INSTRUCTIONS TO BIDDERS**

Bids are solicited for furnishing the merchandise, supplies, services and/or equipment set forth in this solicitation. **Bids must be received in the Purchasing Office by 1:30 p.m., Thursday, February 1, 2007**, and then publicly opened and read aloud at 2:00 PM in the Council Chambers. Bids must be returned in a sealed envelope, addressed to the Purchasing Manager, City of Fort Worth and have the bid number, closing date, and company name clearly marked on the outside envelope. **Deliveries should be made to the Purchasing Division:**

Mail Or Hand Deliver To: Purchasing Division, Lower Level, Municipal Building  
1000 Throckmorton Street  
Fort Worth, Texas 76102

Bids to be delivered by special courier (i.e. Federal Express, Special Delivery etc.) are to be marked **"BID MUST BE DELIVERED TO PURCHASING DIVISION BEFORE 1:30 P.M."** in order to be considered. Late bids will be returned; they will not be opened nor considered in the evaluation of the bid. Bids may be withdrawn at any time prior to the official opening. Bids may not be altered, amended or withdrawn after the official opening. The undersigned agrees, if the bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this bid will be 90 calendar days after the bid opening date unless the bidder submits a different date. (\_\_\_\_\_ days).

**I have read and agreed with the attached Terms and Conditions, Instruction to Bidders and the Invitation to Bid requirements. Failure to complete the requested information below may result in rejection of your bid.**

Principal Place of Business (Defined as at least having one permanent active business office and employee located in Texas)

|                                  |                                   |
|----------------------------------|-----------------------------------|
| Company Name and Address         | Company's Authorized Agent        |
|                                  |                                   |
| Signature:                       |                                   |
| Federal ID Number(TIN) or        | Name and Title (Typed or Printed) |
| Social Security Number and Legal |                                   |
| Company Name                     | Date                              |
| Telephone Number                 |                                   |
| Fax Number                       | Email address:                    |

**Cooperative Purchasing:** Should other Governmental Entities decide to participate in this contract, would you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply? Yes\_\_\_\_\_ No\_\_\_\_\_

If you, the Vendor checked yes, the following will apply: Governmental entities within Tarrant County utilizing Inter-Governmental Contracts with the City of Fort Worth will be eligible, but not obligated, to purchase material/services under this contract(s) awarded as a result of this solicitation. All purchases by Governmental Entities other than the city of Fort Worth will be billed directly to that Governmental Entity and paid by that Governmental Entity. The City of Fort Worth will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order its own material/services as needed.

Jack Dale  
Purchasing Manager



## **HOW TO REGISTER WITH THE CITY OF FORT WORTH**

- Visit [WWW.FORTWORTHGOV.ORG](http://WWW.FORTWORTHGOV.ORG)
- Click on **Business**
- Scroll down to **Do Business with Us**
- Choose **Become a Vendor**
- Review Terms & Conditions
- Click **I Accept These Terms** to proceed
- At next screen, click **No, I Want to Register**
- Click **Register**
- The first pop-up for registering asks for your Federal ID# or Social Security Number and your company name. The company name entered **MUST** be the same as the invoice you would present for payment to the City of Fort Worth.
- Follow through the screens by clicking **Continue/Save** at the bottom of each screen. The last screen will ask for your commodities (products and/or services that can be provided to the City). This information is utilized to send quotes/bid opportunities to you by email and is also required in order to keep your account active.

Congratulations, you've registered!!

You will receive an email with your registration confirmation.

*Donna Higgins*  
*City of Fort Worth*  
*Financial Systems*  
[\*Donna.Higgins@Fortworthgov.org\*](mailto:Donna.Higgins@Fortworthgov.org)

# BID SOLICITATION



City of Ft Worth  
1000 Throckmorton Street  
Tax ID No. 75-6000528  
Fort Worth TX 76102

## BID OPENING DATE AND TIME:

02/01/2007 1:30 PM

BID NUMBER: 07-0010

BUYER: Birdow, Glenda

PHONE #: (817) 392 - 8354 ext.

DELIVERY REQUIRED: As Specified Elsewhere

V  
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City of Ft Worth  
Fire Vehicle Services  
2920 West Bolt Street  
FORT WORTH TX 76110

| Item | Class-Item                                  | Quantity | Unit | Unit Price    | Total |
|------|---------------------------------------------|----------|------|---------------|-------|
| 1.0  | 340-56<br>1 3/4" x 50' Attack Hose          | 150.00   | EA   |               |       |
| 2.0  | 340-56<br>2" x 50' Attack Hose              | 25.00    | EA   |               |       |
| 3.0  | 340-56<br>2 1/2" x 20' Double Jacket Hose   | 20.00    | EA   |               |       |
| 4.0  | 340-56<br>4" x 100' Supply Line Hose        | 30.00    | EA   |               |       |
| 5.0  | 340-56<br>3/4" x 50' Booster Hose, Red Line | 25.00    | EA   |               |       |
|      |                                             |          |      | <b>TOTAL:</b> |       |

ment terms in the "Terms of Payment" section at the bottom left corner of this form and must be either "Net 30" or a lesser period with a discount for early paym

WE AGREE TO FURNISH ANY OR ALL OF THE ITEMS QUOTED AT THE PRICES SHOWN. QUOTE MUST BE HELD FIRM FOR PERIOD OF 60 DAYS.

TERMS OF PAYMENT: \_\_\_\_\_

COMPANY: \_\_\_\_\_

DELIVERY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

## CITY OF FORT WORTH PURCHASING DIVISION

### **INSTRUCTIONS TO BIDDERS**

#### **1.0 SOLICITATION**

- 1.1 **Review of Documents:** Bidders are expected to examine all documents that make up the Solicitation. Bidders shall promptly notify the City of any omission, ambiguity, inconsistency or error that they may discover upon examination of the Solicitation. Bidders must use a complete Solicitation to prepare Bids. The City assumes no responsibility for any errors or misrepresentations that result from the use of incomplete Solicitations.
- 1.2 **Location of Documents:** Solicitations are issued by the Purchasing Division. The location and phone number for the Purchasing Division are specified in the advertisement and in the solicitation.

#### **2.0 EXPLANATIONS OR CLARIFICATIONS**

Any explanation, clarification, or interpretation desired by a Bidder regarding any part of the Solicitation must be requested in writing from the Purchasing Division with sufficient time allowed for a written addendum to reach each Bidder before the submission of their Bid. Interpretations, corrections, or changes to the Solicitation made in any other manner are not binding upon the City, and Bidders shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding. Requests for explanations or clarifications may be faxed to the City at (817) 392-8440. The fax must clearly identify the Buyer's name and solicitation number. Any material information given to one Bidder concerning a Solicitation will be furnished by an Addendum to all Bidders who have been issued a Solicitation.

#### **3.0 PRE-BID CONFERENCE**

If a pre-bid conference is held, the time, place, and nature of the conference will be specified on the cover page of the solicitation. Attendance at pre-bid conferences is not mandatory.

#### **4.0 PREPARATION OF BIDS**

Each Bidder must furnish all information required by a Solicitation on the documents provided. Bids submitted on other than the forms included in the Solicitation shall be considered non-responsive. Any attempt to alter the wording in the Solicitation is ineffective and will result in rejection of the Bid.

- 4.1 **Taxes:** Purchases of Goods or Services for City use are usually exempt from City, State, and most Federal Taxes. Bids may not include exempted taxes. The successful Bidder should request a Tax Exemption Certificate from the Purchasing Division. Under no circumstances shall the City be liable to pay taxes for which the City has an exemption under any Contract.
- 4.2 **Brand Name or Equal:** If the Solicitation indicates brand name or "equal" products are acceptable, the Bidder may offer an "equal" product and must be prepared to demonstrate those features that render it equal. Final determination of a product as "equal" remains with the City.
- 4.3 **Delivery Time:** Delivery time, if stated as a number of days, will be based on calendar days. Time is of the essence in any City purchase. If the indicated date cannot be met or the date is not indicated, the Bidder shall state its best delivery time.
- 4.4 **Free on Board (FOB) Point:** Freight Terms shall be FOB Destination, Freight Prepaid and Allowed. The Bidder should quote its lowest and best price, with the goods delivered to the place specified, at the Bidder's expense and risk, and there tender delivery to the City. Bids offering any other delivery terms are not acceptable and may be cause for rejection.

- 4.5 **Prices:**
- 4.5.1 Bids shall be firm priced offers unless otherwise specified.
  - 4.5.2 Pricing shall be entered on the Bid Sheet in ink.
  - 4.5.3 Totals shall be entered in the "Total Price" column of the Bid Sheet.
  - 4.5.4 In the event of a discrepancy between unit price and extended price, the unit price shall govern.
  - 4.5.5 Prices shall be offered in the Dollars of the United States of America (or decimal fractions thereof).
- 4.6 **Signature:** The Bidder must sign each document in the Solicitation requiring a signature. Any change made to the Bid must be initialed by the Bidder.
- 4.7 **Bid Security:** If a bid security is required for this purchase, the requirement will be reflected in the "Specification" section of the bid package. Cashier's check or an acceptable surety bond in the amount indicated in the Notice to Bidders must be submitted at the time the bid is submitted, and is subject to forfeiture in the event the successful bidder fails to execute the contract documents within 10 calendar days after the contract has been awarded.
- 4.7.1 To be an acceptable surety on the bond:
    - 4.7.1.1 The name of the surety shall be included on the current Department of the Treasury's Listing of Approved Sureties (Department Circular 570); or
    - 4.7.1.2 The surety must have capital and surplus equal 10 times the amount of the bond. The surety must be licensed to do business in the state of Texas.
- 4.8 **Alternate Bids:** Bidders may offer an "equal" product as an alternate bid. Final "approved equal" determination remains with the City.
- 4.9 **Proprietary Information:**
- 4.9.1 All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt.
  - 4.9.2 If a Bidder does not desire proprietary information in the bid to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to information that must be disclosed lies with the Texas Attorney General.
  - 4.9.3 Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
- 4.10 **Bid Preparation Costs:** All costs associated with preparing a Bid in response to a Solicitation shall be borne by the Bidder.
- 4.11 **Payment:** All payment terms shall be "Net 30 Days" unless specified in the bid document.
- 4.11.1 Successful bidders are encouraged to register for direct deposit payments prior to providing goods and/or services using the forms posted on the City's website at <http://www.fortworthgov.org/purchasing/achpayments.htm>.

5.0 **SUBMISSION OF BIDS**

- 5.1 Copies: Unless otherwise specified, Bidders are required to submit an executed original and one (1) copy of the Bid.

- 5.2 **Documents required with Bid:** The following documents must be submitted with each Bid prior to the Due Date:
- 5.2.1 The signed Offer and Award Sheet;
  - 5.2.2 The Bid Sheet; and
  - 5.2.3 Any other document included in the Solicitation requiring completion or execution by the Bidder.
- 5.3 If a Minority and Women Business Enterprise (M/WBE) goal has been established on the bid, the applicable documents **must** be submitted five (5) City business days after the bid opening date, exclusive of the bid opening date. The Bidders shall obtain a receipt from the appropriate department as evidence that the City received the documentation.
- 5.4 **Addendum:** Receipt of an Addendum must be acknowledged by signing and returning the Addendum with the Bid if requested or under separate cover prior to the Due Date and Time. The Addendums containing bid pricing should be returned in a sealed envelope marked on the outside with the Bidder's name, address, the Solicitation number, and the Due Date and time.
- 5.5 **Late Bids:** Bids must be received in the Purchasing Division prior to the Due Date and Time. All Bids received after the Due Date and Time are considered late and will be returned to the Bidder unopened. The time stamp clock on the receptionist's desk in the Purchasing Division is the time of record. It is the sole responsibility of the Bidder to ensure timely delivery of the Bid. The City will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the Bidder.

6.0 **MODIFICATION OR WITHDRAWAL OF BIDS**

- 6.1 **Modification of Bids:** Bids may be modified in writing at any time prior to the Due Date.
- 6.2 **Withdrawal of Bids:** Bids may be withdrawn in writing, telegraphically, or by facsimile (provided that the facsimile is signed by the Bidder) at any time prior to the Due Date. A Bid may also be withdrawn in person by a Bidder, provided the withdrawal is made prior to the Due Date. A receipt of withdrawal must be signed by the Bidder. No Bids may be withdrawn after the Due Date without forfeiture of the Bid guarantee, unless there is a material error in the Bid. Withdrawn Bids may be resubmitted, with or without modifications, prior to the Due Date. The City may require proof of agency from the person withdrawing a bid.

7.0 **OPENING OF BIDS**

The Purchasing Division representative responsible for opening Bids shall confirm the time and announce the Bid opening. The representative shall then personally and publicly open all Bids timely received, reading each bid aloud.

8.0 **EVALUATION FACTORS AND AWARD**

- 8.1 **Evaluation:** Bidders may furnish pricing for all or any portion of the Solicitation (unless otherwise specified). However, the City may evaluate and award the Contract for any item or group of items shown on the Solicitation, or any combination deemed most advantageous to the City. Bids that specify an "all or none" award may be considered if a single award is advantageous.
- 8.2 **Award:** The City will award contracts to the bidder who offers represents the "best value" to the City, price and other factors considered.
- 8.2.1 The following criteria may be considered to determine the best value (see section 252.043 of the Texas Local Government Code):
    - 8.2.1.1 Purchase Price;
    - 8.2.1.2 Reputation of the bidder and of the bidder's goods or services;
    - 8.2.1.3 Quality of the bidder's goods or services;

- 8.2.1.4 Extent to which the goods or services meet the City's needs;
- 8.2.1.5 Bidder's past relationship with the City;
- 8.2.1.6 Impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
- 8.2.1.7 Total long-term cost to the City to acquire the bidder's goods or services; and
- 8.2.1.8 Any relevant criteria specifically listed in the request for bids or proposals.
- 8.2.2 Total long-term cost may include specification conformance, delivery requirements, the life expectancy, cost of maintenance and operation, operating efficiency, training requirements, disposal value, warranties and other factors contributing to the overall acquisition cost of the product/services.
- 8.3 **Acceptance of Bid:** Acceptance of a Bid will be in the form of a Purchase Order or a Contract. Subsequent purchase releases may be issued as appropriate. The contents of a Bid shall become a part of the Contract. Under no circumstances will the City be responsible for Goods or Services provided without an acceptance signed by an Authorized City Representative.
- 8.4 **Reservations:** The City expressly reserves the right to:
  - 8.4.1 Specify approximate quantities in the Solicitation;
  - 8.4.2 Extend the Solicitation opening date and time;
  - 8.4.3 Consider and accept alternate Bids, if specified in the Solicitation, when most advantageous to the City;
  - 8.4.4 Waive as an informality, minor deviations from specifications provided they do not affect competition or result in functionally unacceptable goods or services;
  - 8.4.5 Waive any minor informality in any Bid or Solicitation procedure (a minor informality is one that does not affect the competitiveness of the Bidder);
  - 8.4.6 Add additional terms or modify existing terms in the Solicitation;
  - 8.4.7 Reject a bid because of unbalanced unit prices bid;
  - 8.4.8 Reject or cancel any or all Bids;
  - 8.4.9 Reissue a Solicitation;
  - 8.4.10 Procure any item by other means; and/or
  - 8.4.11 Award to multiple vendors on a non-exclusive award basis, or primary and secondary vendors.
- 9.0 **POST-BID DOCUMENTS REQUIRED FROM SUCCESSFUL BIDDER**
  - 9.1 **Certificates of Insurance:** When insurance is required, the Bidder must provide Certificates of Insurance in the amounts and for the coverages required to the Purchasing Office within 14 calendar days after notification of award, or as otherwise required by the Solicitation.
  - 9.2 **Payment and/or Performance Bonds:** When Payment and/or Performance Bonds are required, the Bidder must provide the bonds, in the amounts and on the conditions required, within 14 calendar days after notification of award, or as otherwise required by the Solicitation.
  - 9.3 **Minority and Women Business Enterprise (M/WBE) Documents:** If an M/WBE goal has been established for the bid, the applicable documents must be submitted within five (5) City business days after the bid opening date, exclusive of the bid opening date. Bidders shall obtain a receipt from the appropriate department as evidence that the City received the documentation.

## **1.0. SCOPE OF WORK**

The City of Fort Worth is seeking bids for Attack and Supply Fire Hoses for the Fire Department in accordance with the specifications shown elsewhere in the solicitation.

## **2.0 DELIVERY TERMS**

Delivery is required 60 calendar days after receipt of order, unless otherwise specified by the ordering department.

## **3.0 CONTRACT ADMINISTRATION**

- 3.1 The Fire Department, Fire Apparatus and Equipment Resources Division will perform contract administration. In the event the contractor fails to perform according to the terms of the contract, the Department head or his/her designee will document, in writing, to the contractor the failures. A meeting may be arranged to discuss the contractor's deficiencies. A written cure notice may be prepared giving the contractor 10 calendar days to cure any deficiency.
- 3.2 In the event the contractor continues with unsatisfactory performance, the department will promptly notify the Purchasing Manager who will take appropriate action to cure the performance problem(s), which could include cancellation, termination for convenience or default. If the contract is terminated for default, the contractor may be held liable for excess cost and/or liquidated damages.
- 3.3 The Contractor will be paid only those sums due and owing under the contract for services satisfactorily rendered, subject to offset for damages and other amounts which are, or which may become, due and owing to the City.
- 3.4 The City reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the City using its standard record keeping system, have resulted from the termination. However, in no event shall the total of all amounts paid to the contractor exceed the contract price. The contractor shall not be reimbursed for any profits which may have been anticipated, but which have not been earned up to the date of termination.

## **Specification for 1 ¾-Inch Double Jacket Municipal Fire Hose**

### **1.0 SCOPE**

Quality: The fire hose to be supplied under this specification shall be a premium quality, abrasion resistant, double jacket, lightweight municipal fire hose designed for ease of handling and use.

### **2.0 QUALITY CONTROL**

2.1 Total quality control must be managed by the hose manufacturer, including weaving of the jacket, manufacturing of the linings, physical and laboratory testing of all raw materials and finished products. **NO EXCEPTIONS**

2.1.1 A system of accurate documentation will be maintained on hydrostatic test. This documentation will include a standard hydrostatic test form, listing date of tests, inspector's name and all test results.

2.1.2 Physical tests shall be made to determine lining tensile, elongation, gauge, adhesion rate, set, hardness, accelerated aging and ozone resistance.

2.1.3 The results of these tests shall be readily available upon request of the Fire Department.

### **3.0 LINING**

3.1 The synthetic rubber lining shall be a single-ply extruded tube compounded to resist deterioration by ozone.

3.2 The finished form shall be free of pits or other imperfections and shall have a smooth finish. No reclaimed material shall be used.

3.3 The thickness shall be .040" to .048" for the 1-3/4" sizes exclusive of backing material. Shore hardness shall be 40 +/- 5 durometer on the "D" scale.

3.4 The tensile strength of the liner shall not be less than 1600 PSI, with a minimum elongation of 400%.

3.5 The lining must be adhered to the jacket by means of a calandered rubber backing stock of not less than .014" thickness, resulting in a smooth waterway surface, thus minimizing the friction loss.

3.6 The use of thin adhesives to adhere the liner to the inside jacket is not acceptable.

### **4.0 ADHESION**

The adhesion between the liner and the inside jacket shall be such that the rate of separation of a 1-1/2" wide strip cut transversely, shall not be greater than 1" per minute, over a ten minute period, under a weight of 12 pounds.

## **5.0 ACCELERATED AGING**

- 5.1 Lining specimens shall be subjected to ASTM D 573 "Test Methods Deterioration in an Air Oven". Specimens shall be exposed to 100 degrees C +/- 1 degree for duration of 168 hours, and shall normalize for 24 hours before testing. The tensile and elongation of the liner shall not be less than 75% of the initial values.
- 5.2 The Fire Department reserves the right to forward three foot samples, cut from lengths of delivered hose, to a nationally recognized laboratory for testing.
  - 5.2.1 The tests shall cover the physical requirements of the linings as well as the jackets as outlined in these specifications. If the hose passes, the cost will be paid by the Fire Department.
  - 5.2.2 If the hose fails, the cost shall be paid by the supplier. Failure to comply with these specifications will be cause for all hose to be rejected.
- 5.3 The Fire Department also reserves the right to request one sample cut from each 1000 feet of delivered hose.
  - 5.3.1 The sample will be a minimum length necessary to conduct ozone resistance, accelerated aging, adhesion and liner tensile tests by the manufacturer.
  - 5.3.2. The results of these tests, along with the samples are to be forwarded to the Fire Department.

## **6.0 JACKET CONSTRUCTION**

- 6.1 The warp yarns and filler yarns shall be of adequate number and size to meet all the hydrostatic requirements of this specification.
- 6.2 The warp yarn of both jackets shall be structured of entangled filament grade (6-6) polyamide (Dupont cordura) **NO EXCEPTIONS**.
- 6.3 There shall be no Knot splicing of the warp material in either jacket. The filler yarn shall be high strength, low elongation filament polyester.

## **7.0 IMPREGNATION**

- 7.1 The outside jacket shall be thoroughly impregnated with a high performance polymer (color will be yellow).
  - 7.1.1 The polymer compound shall be heat set in the textile of the outside jacket at temperatures not less than 250 degrees F.
  - 7.1.2 Coatings applied to finished hose and / or set with ambient temperature processes are not acceptable.
- 7.2 To assure consistency in color and penetration, the impregnation shall be applied to continuous jackets up to 5000 feet in length or total footage of the order requirement, whichever is least.
- 7.3 The outside and inside jacket fit is critical to the finished hose. After the initial proof test pressure, there shall be no excess outer jacket bagginess. The jacket

must fit snugly inside one another under zero pressure or under proof and service test pressures.

## **8.0 HYDROSTATIC TESTS**

- 8.1 All hoses shall be in compliance with NFPA 1961 (latest edition) requirements for double jacket, 800 PSI proof test pressure, attack grade fire hose.
- 8.2 All measurements and tests necessary to determine compliance of the fire hose with the specified requirements, shall be made in accordance with NFPA 1961 (standard on fire hose), and ASTM D- 30 (standard test methods for rubber hose), except as otherwise specified.
- 8.3 The results of these tests shall be readily available, upon request by the Fire Department.

## **9.0 WATER ABSORPTION**

- 9.1 A 50 foot length of hose, offered to meet this specification, conditioned in an oven at 158 +/- 5 degrees F for 72 hours and cooled to room temperature shall then be totally submerged in water for one hour, removed from the water and allowed to drip dry for ten minutes.
- 9.2 The difference in weight before and after submersion shall not exceed 7% of the original weight before submersion.

## **10.0 HOSE WEIGHT**

Weight in pounds per 50 foot length coupled aluminum 1-3/4 maximum 20 lbs., minimum 18 lbs.

## **11.0 COIL DIAMETER**

The coil diameter of a 50 foot length of 1-3/4 hose offered to meet this specification shall not exceed 19".

## **12.0 MARKINGS**

Beginning at a point not less than four feet from each end, each length shall be stenciled in indelible letters at least 1" in height, with the trade name, name of the hose manufacturer and all additional markings required by NFPA 1961 (latest edition), for 800 PSI attack grade fire hose.

## **13.0 COUPLINGS**

- 13.1 The couplings supplied shall be lightweight rocker lug, and comply with NFPA 1963 standard, one male and one female with NST threads to be properly installed on each length of hose by the hose manufacturer.
- 13.2 The couplings shall be hard coated, and shall have tapered ends on the coupling bowls.
- 13.3 Couplings must be laser cut with FWFD and individual I.D. number on each end starting with 07000 to 07149. Light weight 1-1/2" NST male and female.

#### **14.0 WARRANTY**

- 14.1 The manufacturer shall assure the fire hose proposed shall meet the requirements and specifications as herein set forth.
- 14.2 The manufacturer shall also, as part of their proposal, warranty such fire hose for period of three (3) years from date of shipment, against failure due to defects in material or workmanship.
- 14.3 During the warranty period, any fire hose removed from service for the above referenced defect shall be repaired or replaced free of charge to the customer.
- 14.4 Complete detailed specifications, along with a 12 inch sample of the hose proposed to meet this specification, shall be submitted with the hose bid.

#### **15.0 PLACE OF DELIVERY**

- 15.1 The hose supplied under the terms of this proposal shall be delivered to the Fire Department without any charge for delivery.
- 15.2 Hose must be manufactured after receipt of order. Stock hose is not acceptable.

### **Specification for 2-Inch Double Jacket Municipal Fire Hose**

#### **1.0 SCOPE**

Quality: The fire hose to be supplied under this specification shall be a premium quality, abrasion resistant, double jacket, lightweight municipal fire hose designed for ease of handling and use.

#### **2.0 QUALITY CONTROL**

- 2.1 Total quality control must be managed by the hose manufacturer, including weaving of the jacket, manufacturing of the linings, physical and laboratory testing of all raw materials and finished products. **NO EXCEPTIONS**
  - 2.1.1 A system of accurate documentation will be maintained on hydrostatic test. This documentation will include a standard hydrostatic test form, listing date of tests, inspector's name and all test results.
  - 2.1.2 Physical tests shall be made to determine lining tensile, elongation, gauge, adhesion rate, set, hardness, accelerated aging and ozone resistance.
  - 2.1.3 The results of these tests shall be readily available upon request of the Fire Department.

#### **3.0 LINING**

- 3.1 The synthetic rubber lining shall be a single-ply extruded tube compounded to resist deterioration by ozone.
- 3.2 The finished form shall be free of pits or other imperfections and shall have a smooth finish. No reclaimed material shall be used.

- 3.3 The thickness shall be .049" to .058" for the 2" sizes exclusive of backing material. Shore hardness shall be 40 +/- 5 durometer on the "D" scale.
- 3.4 The tensile strength of the liner shall not be less than 1600 PSI, with a minimum elongation of 400%.
- 3.5 The lining must be adhered to the jacket by means of a calandered rubber backing stock of not less than .014" thickness, resulting in a smooth waterway surface, thus minimizing the friction loss.
- 3.6 The use of thin adhesives to adhere the liner to the inside jacket is not acceptable.

#### 4.0 **ADHESION**

The adhesion between the liner and the inside jacket shall be such that the rate of separation of a 1-1/2" wide strip cut transversely, shall not be greater than 1" per minute, over a ten minute period, under a weight of 12 pounds.

#### 5.0 **ACCELERATED AGING**

- 5.1 Lining specimens shall be subjected to ASTM D 573 "Test Methods Deterioration in an Air Oven". Specimens shall be exposed to 100 degrees C +/-1 degrees for a duration of 168 hours, and shall normalize for 24 hours before testing. The tensile and elongation of the liner shall not be less than 75% of the initial values.
- 5.2 The Fire Department reserves the right to forward three foot samples, cut from lengths of delivered hose, to a nationally recognized laboratory for testing.
  - 5.2.1 The tests shall cover the physical requirements of the linings as well as the jackets as outlined in these specifications. If the hose passes, the cost will be paid by the Fire Department.
  - 5.2.2 If the hose fails, the cost shall be paid by the supplier. Failure to comply with these specifications will be cause for all hose to be rejected.
- 5.3 The Fire Department also reserves the right to request one sample cut from each 1000 feet of delivered hose.
  - 5.3.1 The sample will be a minimum length necessary to conduct ozone resistance, accelerated aging, adhesion and liner tensile tests by the manufacturer.
  - 5.3.2 The results of these tests, along with the samples are to be forwarded to the Fire Department.

#### 6.0 **JACKET CONSTRUCTION**

- 6.1 The warp yarns and filler yarns shall be of adequate number and size to meet all the hydrostatic requirements of this specification.
- 6.2 The warp yarn of both jackets shall be structured of entangled filament grade (6-6) polyamide (Dupont cordura) NO EXCEPTIONS.

- 6.3 There shall be no knot splicing of the warp material in either jacket. The filler yarn shall be high strength, low elongation filament polyester.

## **7.0 IMPREGNATION**

- 7.1 The outside jacket shall be thoroughly impregnated with a high performance polymer (color will be orange).
- 7.1.1 The polymer compound shall be heat set in the textile of the outside jacket at temperatures not less than 250 degrees F.
- 7.1.2 Coatings applied to finished hose and / or set with ambient temperature processes are not acceptable.
- 7.2 To assure consistency in color and penetration, the impregnation shall be applied to continuous jackets up to 5000 feet in length or total footage of the order requirement, whichever is least.
- 7.3 The outside and inside jacket fit is critical to the finished hose. After the initial proof test pressure, there shall be no excess outer jacket bagginess. The jacket must fit snugly inside one another under zero pressure or under proof and service test pressures.

## **8.0 HYDROSTATIC TESTS:**

- 8.1 All hoses shall be in compliance with NFPA 1961 (latest edition) requirements for double jacket, 800 PSI proof test pressure, attack grade fire hose.
- 8.2 All measurements and tests necessary to determine compliance of the fire hose with the specified requirements, shall be made in accordance with NFPA 1961(standard on fire hose), and ASTM D- 30 (standard test methods for rubber hose), except as otherwise specified.
- 8.3 The results of these tests shall be readily available, upon request by the Fire Department.

## **9.0 WATER ABSORPTION**

- 9.1 A 50 foot length of hose, offered to meet this specification, conditioned in an oven at 158 +/- 5 degrees F for 72 hours and cooled to room temperature shall then be totally submerged in water for one hour, removed from the water and allowed to drip dry for ten minutes.
- 9.2 The difference in weight before and after submersion shall not exceed 7% of the original weight before submersion.

## **10.0 HOSE WEIGHT**

Weight in pounds per 50 foot length coupled aluminum 2" maximum 24 lbs. minimum 23 lbs.

## **11.0 COIL DIAMETER**

The coil diameter of a 50 foot length of 2" hose offered to meet this specification shall not exceed 20".

## **12.0 MARKINGS**

Beginning at a point not less than four feet from each end, each length shall be stenciled in indelible letters at least 1" in height, with the trade name, name of the hose manufacturer and all additional markings required by NFPA 1961 (latest edition), for 800 PSI attack grade fire hose.

## **13.0 COUPLINGS**

13.1 The couplings supplied shall be lightweight rocker lug, five part couplings and comply with NFPA 1963 standard, one male and one female with NST threads to be properly installed on each length of hose by the hose manufacturer.

13.2 The couplings shall be hard coated, and shall have tapered ends on the coupling bowls.

13.3 Couplings must be laser cut with FWFD and individual I.D. number on each end starting with 07000 to 07024. Light weight 1-1/2" NST male and female.

## **14.0 WARRANTY**

14.1 The manufacturer shall assure, the fire hose proposed shall meet the requirements and specifications as herein set forth.

14.2 The manufacturer shall also, as part of their proposal, warranty such fire hose for a period of three (3) years from date of shipment, against failure due to defects in material or workmanship.

14.3 During the warranty period, any fire hose removed from service for the above referenced defect shall be repaired or replaced free of charge to the customer.

14.4 Complete detailed specifications, along with a 12 inch sample of the hose proposed to meet this specification, shall be submitted with the hose bid.

## **15.0 PLACE OF DELIVERY**

15.1 The hose supplied under the terms of this proposal shall be delivered to the Fire Department without any charge for delivery.

15.2 Hose must be manufactured after receipt of order. Stock hose is not acceptable.

## **Specification for 2 ½-Inch Double Jacket Municipal Fire Hose**

### **1.0 SCOPE**

Quality: The fire hose to be supplied under this specification shall be a premium quality, abrasion resistant, double jacket, lightweight municipal fire hose designed for ease of handling and use.

### **2.0 QUALITY CONTROL**

2.1 Total quality control must be managed by the hose manufacturer, including weaving of the jacket, manufacturing of the linings, physical and laboratory testing of all raw materials and finished products. **NO EXCEPTIONS**

2.1.1 A system of accurate documentation will be maintained on hydrostatic test. This documentation will include a standard hydrostatic test form, listing date of tests, inspector's name and all test results.

2.1.2 Physical tests shall be made to determine lining tensile, elongation, gauge, adhesion rate, set, hardness, accelerated aging and ozone resistance.

2.1.3 The results of these tests shall be readily available upon request of the Fire Department.

### **3.0 LINING**

3.1 The synthetic rubber lining shall be a single-ply extruded tube compounded to resist deterioration by ozone.

3.2 The finished form shall be free of pits or other imperfections and shall have a smooth finish. No reclaimed material shall be used.

3.3 The thickness shall be .049" to .058" for the 2-1/2" sizes exclusive of backing material. Shore hardness shall be 40 +/- 5 durometer on the "D" scale.

3.4 The tensile strength of the liner shall not be less than 1600 PSI, with a minimum elongation of 400%.

3.5 The lining must be adhered to the jacket by means of a calandered rubber backing stock of not less than .014" thickness, resulting in a smooth waterway surface, thus minimizing the friction loss.

3.6 The use of thin adhesives to adhere the liner to the inside jacket is not acceptable.

### **4.0 ADHESION**

The adhesion between the liner and the inside jacket shall be such that the rate of separation of a 1-1/2" wide strip cut transversely, shall not be greater than 1" per minute, over a ten minute period, under a weight of 12 pounds.

## **5.0 ACCELERATED AGING**

- 5.1 Lining specimens shall be subjected to ASTM D 573 "Test Methods Deterioration in an Air Oven". Specimens shall be exposed to 100 degrees C +/-1 degrees for a duration of 168 hours, and shall normalize for 24 hours before testing. The tensile and elongation of the liner shall not be less than 75% of the initial values.
- 5.2 The Fire Department reserves the right to forward three foot samples, cut from lengths of delivered hose, to a nationally recognized laboratory for testing.
  - 5.2.1 The tests shall cover the physical requirements of the linings as well as the jackets as outlined in these specifications. If the hose passes, the cost will be paid by the Fire Department.
  - 5.2.2 If the hose fails, the cost shall be paid by the supplier. Failure to comply with these specifications will be cause for all hose to be rejected.
- 5.3 The Fire Department also reserves the right to request one sample cut from each 1000 feet of delivered hose.
  - 5.3.1 The sample will be a minimum length necessary to conduct ozone resistance, accelerated aging, adhesion and liner tensile tests by the manufacturer.
  - 5.3.2 The results of these tests, along with the samples are to be forwarded to the Fire Department.

## **6.0 JACKET CONSTRUCTION**

- 6.1 The warp yarns and filler yarns shall be of adequate number and size to meet all the hydrostatic requirements of this specification.
- 6.2 The warp yarn of both jackets shall be structured of entangled filament grade (6-6) polyamide (Dupont cordura) NO EXCEPTIONS.
- 6.3 There shall be no knot splicing of the warp material in either jacket. The filler yarn shall be high strength, low elongation filament polyester.

## **7.0 IMPREGNATION**

- 7.1 The outside jacket shall be thoroughly impregnated with a high performance polymer (color will be yellow).
  - 7.1.1 The polymer compound shall be heat set in the textile of the outside jacket at temperatures not less than 250 degrees F.
  - 7.1.2 Coatings applied to finished hose and / or set with ambient temperature processes are not acceptable.
- 7.2 To assure consistency in color and penetration, the impregnation shall be applied to continuous jackets up to 5000 feet in length or total footage of the order requirement, whichever is least.

- 7.3 The outside and inside jacket fit is critical to the finished hose. After the initial proof test pressure, there shall be no excess outer jacket bagginess. The jacket must fit snugly inside one another under zero pressure or under proof and service test pressures.

## **8.0 HYDROSTATIC TESTS**

- 8.1 All hoses shall be in compliance with NFPA 1961 (latest edition) requirements for double jacket, 800 PSI proof test pressure, attack grade fire hose.
- 8.2 All measurements and tests necessary to determine compliance of the fire hose with the specified requirements, shall be made in accordance with NFPA 1961 (standard on fire hose), and ASTM D- 30 (standard test methods for rubber hose), except as otherwise specified.
- 8.3 The results of these tests shall be readily available, upon request by the Fire Department.

## **9.0 WATER ABSORPTION**

- 9.1 A 50 foot length of hose, offered to meet this specification, conditioned in an oven at 158 +/- 5 degrees F for 72 hours and cooled to room temperature shall then be totally submerged in water for one hour, removed from the water and allowed to drip dry for ten minutes.
- 9.2 The difference in weight before and after submersion shall not exceed 7% of the original weight before submersion.

## **10.0 HOSE WEIGHT**

Weight in pounds per 50 foot length coupled aluminum 2-1/2 maximum 34 lbs. minimum 32 lbs.

## **11.0 COIL DIAMETER**

The coil diameter of a 50 foot length of 2-1/2 hose offered to meet this specification shall not exceed 21".

## **12.0 MARKINGS**

Beginning at a point not less than four feet from each end, each length shall be stenciled in indelible letters at least 1" in height, with the trade name, name of the hose manufacturer and all additional markings required by NFPA 1961 (latest edition), for 800 PSI attack grade fire hose.

## **13.0 COUPLINGS**

- 13.1 The couplings supplied shall be lightweight rocker lug, and comply with NFPA 1963 standard, one male and one female with NST threads to be properly installed on each length of hose by the hose manufacturer.
- 13.2 The couplings shall be hard coated, and shall have tapered ends on the coupling bowls.
- 13.3 Couplings must be laser cut with FWFD and individual I.D. number on each end

starting with 07000 to 07019. Light weight 2-1/2" NST male and female

#### **14.0 WARRANTY**

- 14.1 The manufacturer shall assure, the fire hose proposed shall meet the requirements and specifications as herein set forth.
- 14.2 The manufacturer shall also, as part of their proposal, warranty such fire hose for a period of three (3) years from date of shipment, against failure due to defects in material or workmanship.
- 14.3 During the warranty period, any fire hose removed from service for the above referenced defect shall be repaired or replaced free of charge to the customer.
- 14.4 Complete detailed specifications, along with a 12 inch sample of the hose proposed to meet this specification, shall be submitted with the hose bid.

#### **15.0 PLACE OF DELIVERY**

- 15.1 The hose supplied under the terms of this proposal shall be delivered to the Fire Department without any charge for delivery.
- 15.2 Hose must be manufactured after receipt of order. Stock hose is not acceptable.

### **Specification for 4-Inch HIGH VELOCITY SUPPLY HOSE**

#### **1.0 GENERAL**

Fire hose is one of the most important tools used by the fire department. As such, this specification must be adhered to unless the proposed specification exceeds specification listed. Only the fire department can determine if proposed product exceeds specification and product must be approved as "equal" prior to bid.

#### **2.0 HOSE CONSTRUCTION**

- 2.1 Hose meeting this specification shall consist of a 100% synthetic high tensile yarn reinforcement circular woven in a "Twill Configuration" to maximize hose flexibility and eliminate any left hand twist.
- 2.2 The woven reinforcement shall be totally encased in a matrix of ozone resistant nitrile rubber utilizing a single, THROUGH THE WEAVE EXTRUSION PROCESS, thereby eliminating the possibility of delamination found in layered hoses.
- 2.3 The unitized finished product shall thereby optimize hydrostatic properties, abrasion resistance and rubber to yarn adhesion.

### **3.0 LINING AND COVER PROPERTIES**

- 3.1 When tested in accordance with the procedures listed in NFPA 1961-92 and other related standards, liner and cover shall have the following properties:
  - 3.1.1 **ULTIMATE TENSILE STRENGTH:** Tensile strength of lining and cover rubber compound shall not be less than 1700 PSI
  - 3.1.2 **ULTIMATE ELONGATION:** Ultimate elongation of liner and cover shall not be less than 500%
  - 3.1.3 **PERMANENT ELONGATION:** Permanent elongation of liner shall not be greater than 25%.
  - 3.1.4 **ACCELERATED AGING TEST:** When using conditions as listed in ASTM D1349-87, samples of the vulcanized rubber compound subjected to air oven aging at 100 degrees C for 70 +/- ½ hour and then tested in accordance with ASTM D573-88 will exhibit a tensile strength of not less than 80% of the unaged sample. The ultimate elongation shall be not less than 50% of the original value.
  - 3.1.5 **ADHESION:** Adhesion between reinforcement and either cover or liner shall be a minimum of 20 lbs when tested using the ASTM D380-87 procedure.
  - 3.1.6 **OZONE RESISTANCE:** Hose shall show no visible signs of cracking of the lining or cover when tested in accordance with ASTM D1149-86, procedure B, 100 pphm/118 degrees F/70 hours. Hose shall meet NFPA requirements for "ozone resistant" hose, and have UL approval to be labeled as ozone resistant.
  - 3.1.7 **CHALKING:** Hose furnished to this specification shall not react adversely to environmental changes (chalking caused by exposure to sunlight).
  - 3.1.8 **CHEMICAL RESISTANCE:** Exposure to sea water and contamination by most chemical substances, hydrocarbons, oils, alkalis, acids and grease must have no effect on the short or long term performance of the hose. Standard chemical resistance charts shall be provided by manufacturer.

### **4.0 SAFETY FACTORS**

- 4.1 **ABRASION RESISTANCE SAFETY FACTORS:** Abrasion resistance bears a direct relationship to the safe performance of the hose on the fire ground and as such will not be compromised. The UL Reciprocating Test (listed first) is felt to most closely reproduce this fire department's actual fire ground conditions and is therefore considered of prime importance to the purchasing authority. Hose meeting all the abrasion resistance safety factors listed below shall do so without exceeding the average weights listed in paragraph 7.2 of this specification.
  - 4.1.1 **SAFETY FACTOR TO DAMAGE - UL RECIPROCATING TEST:** Safety factor to damage test: hose shall withstand 5,000 cycles on a reciprocating abrasion tester- as specified in UL STD 19 - resulting in no delamination or damage to the reinforcing yarns. Hose so abraded shall comply with section 5.1 of this specification.

- 4.1.2 **SAFETY FACTOR TO EXPOSURE - TABER TEST:** Hose shall withstand 18,000 cycles on the taber abrasion machine H22 wheels, 1,000 gm total load per wheel, 2000 gm total, without any exposure of the synthetic fibers. Test to be performed in accordance with ASTM D3389-87. Wheels must be re-faced immediately prior to commencement of test.
- 4.1.3 **SAFETY FACTOR TO DAMAGE - TABER TEST:** Hose shall withstand 24,000 cycles on the taber abrasion machine H22 wheel, 1,000 gm total load per wheel, 2,000 gm total, without damage to the synthetic reinforcement fibers. Test to be performed in accordance with ASTM D3389-87. Wheels must be re-faced immediately prior to commencement of test.
- 4.2 **COLD RESISTANCE SAFETY FACTOR:** Cold resistance bears a direct relationship to the safe performance of the hose on the fire ground and as such will not be compromised. Hose meeting the cold resistance safety factor listed below shall do so without exceeding the average weights listed in paragraph 7.2.
  - 4.2.1 Hose shall have a capability of safe use down to –38 degrees C. Hose shall have no apparent damage to cover reinforcement or lining when subjected to the following cold bending test: A 50 ft length of dry hose is to be firmly coiled and placed in a cold box at –38 degrees C for a duration of 24 hours. Immediately after removal of the hose from the box, hose should be uncoiled and laid out by one operator. Following this procedure, the hose shall not leak or show any damage to the reinforcement when subjected to hydrostatic acceptance test pressure as herein listed in item 4.1.
- 4.3 **HEAT RESISTANCE SAFETY FACTOR:** Heat resistance bears a direct relationship to the safe performance of the hose on the fire ground and as such will not be compromised. Hose meeting the heat resistance safety factors listed below shall do so without exceeding the average weights listed in paragraph 7.2 of this specification.
  - 4.3.1 The hose when subjected to a static pressure of 100 psi shall be capable of safely withstanding a surface temperature of 1200 degrees F for a minimum of two minutes without bursting. Heat resistance is to be demonstrated on request of the purchasing authority.
- 4.4 **PROVEN PERFORMANCE SAFETY FACTOR:** Proven performance is of prime concern to the purchasing authority. Performance testing and listing by Underwriters Laboratories (ULI), and Underwriters Laboratories of Canada (ULC) is mandatory. Any other third party shall be recognized by OSHA in accordance with the OSHA regulations set forth in Code of Federal Regulations 29, Section 1910.7, Appendix A, "OSHA Recognition Process For Nationally Recognized Testing Laboratories."

## 5.0 PERFORMANCE CHARACTERISTICS

5.1 Hydrostatic Pressure Test: The hose shall comply with the National Fire Protection Association Standard: NFPA 1961 (1992).

| Diam | Service Pressure | Acceptance Pressure | Kink Proof Pressure | Short Lgth. Burst Pressure | Curved Lgth. Burst Pressure |
|------|------------------|---------------------|---------------------|----------------------------|-----------------------------|
| 4"   | 250 psi          | 500 psi             | 500 psi             | 750 psi                    | 750 psi                     |

## 6.0 WARRANTY

The manufacturer warrants the hose to be free from defects in materials and workmanship for a period of two (2) years. This warranty shall provide for the repair or replacement of hose and couplings proven to have failed due to faulty material or workmanship. The manufacturer further warrants the hose for the first two (2) years of its service life against failure due to exposure to chemical attack or burning (hot embers, etc.) while in operation. Hose proven to have failed due to chemical attack or burning during this one two (2) year period will be replaced at no cost to the fire department. Manufacturer shall also extend a one (1) year warranty for all replacement hose and parts.

## 7.0 COUPLINGS

Couplings to be locking Storz quick connect with field repairable bindings. Bindings shall consist of a three part collar securely held in place with three recessed bolts preloaded at the factory. Collar shall be designed to prevent damage to heads of bolts when hose is being deployed, used or loaded. Locks must automatically lock when engaged by coupling two couplings together or when engaging a locking half to any Storz hardware. Couplings must conform to North American standards. Couplings must be able to be assembled and disassembled using an Allen wrench only. Couplings must be stamped at each end with FWFD and an ID number starting with 07000 to 07029.

7.1 Color: Lime yellow

7.2 Physical Requirements

1. Diam: 4" +/- 1/32"
2. Average Weight Per 100': 89 lbs
3. Coiled Size Coupled 100': 24"
4. Flat Width: 6"
5. Hose Per Cubic Foot: 41"

## Specifications for 3/4-Inch Booster Hose – Red Line

### 1.0 **SPECIFICATION**

- 1.1 3/4" Strong cover booster hose. Hose must be in 50' sections. Inside diameter shall be 3/4". One inch (1) is not acceptable.
- 1.2 COVER: Must be smooth, a distinctive red in color, abrasive, age, and weather resistant rubber.
- 1.3 CONSTRUCTION: To be molded, vertically braided and reinforced with three braids or more synthetic yarn for maximum strength.
- 1.4 TUBE: To be black non-porous chemical resistant **SMOOTH RUBBER.**
- 1.5 TEST: Hose must pass ten (10) second proof test of 1600 psi, working pressure not be less than 800 psi.
- 1.6 COUPLINGS: Must be complete with a male and a female chrome plated brass barway coupling or equal.
- 1.7 Company name is to be permanently stamped or affixed to the hose cover.

**City of Fort Worth, Texas**  
**Standard Purchasing Terms and Conditions**

- 1.0 DEFINITION OF BUYER - The City of Fort Worth, its officers, agents, servants, employees, contractors and subcontractors who act on behalf of various City departments, bodies or agencies.
- 2.0 DEFINITION OF SELLER - The consultant, contractor, supplier, vendor or other provider of goods and/or services, its officers, agents, servants, employees, contractors and subcontractors who act on behalf of the entity under a contract with the City of Fort Worth.
- 3.0 PUBLIC INFORMATION - Any information submitted to the City of Fort Worth (the "City") could be requested by a member of the public under the Texas Public Information Act. See TEX. GOV'T CODE ANN. §§ 552.002, 552.128(c) (West Supp. 2006). If the City receives a request for a Seller's information, the Seller listed in the request will be notified and given an opportunity to make arguments to the Texas Attorney General's Office (the "AG") regarding reasons the Seller believes that its information may not lawfully be released. If Seller does not make arguments or the AG rejects the arguments Seller makes, Seller's information will be released.
- 4.0 PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS - No officer or employee of Buyer shall have a financial interest, direct or indirect, in any contract with Buyer or be financially interested, directly or indirectly, in the sale to Buyer of any land, materials, supplies or services, except on behalf of Buyer as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, expressed or implied, of the person or corporation contracting with the City Council shall render the contract invalid by the City Manager or the City Council. (Chapter XXVII, Section 16, City of Fort Worth Charter)
- 5.0 ORDERS -
- 5.1 No employees of the Buyer or its officers, agents, servants, contractors and subcontractors who act on behalf of various City departments, bodies or agencies are authorized to place orders for goods and services without providing approved contract numbers, purchase order numbers, or release numbers issued by the Buyer. The only exceptions are Purchasing Card orders and bona fide emergencies. In the case of emergencies, the Buyer's Purchasing Division will place such orders.
- 5.2 Acceptance of an order and delivery on the part of the Seller without an approved contract number, purchase order number, or release number issued by the Buyer may result in rejection of delivery, return of goods at the Seller's cost and/or non-payment.
- 6.0 SELLER TO PACKAGE GOODS - Seller will package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase change order number; (c) Container number and total number of container, e.g., box 1 of 4 boxes; and (d) Number of the container bearing the packing slip. Seller shall bear the cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
- 7.0 SHIPMENT UNDER RESERVATION PROHIBITED - Seller is not authorized to ship the goods under reservation, and no tender of a bill of lading will operate as a tender of goods.
- 8.0 TITLE AND RISK OF LOSS - The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery after inspection and acceptance of the goods.

- 9.0 DELIVERY TERMS AND TRANSPORTATION CHARGES – Freight terms shall be F.O.B. Destination, Freight Prepaid and Allowed, unless delivery terms are specified otherwise in Seller's bid. Buyer agrees to reimburse Seller for transportation costs in the amount specified in Seller's bid or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs; provided, Buyer shall have the right to designate what method of transportation shall be used to ship the goods.
- 10.0 PLACE OF DELIVERY - The place of delivery shall be set forth in the "Ship to" block of the purchase order, purchase change order, or release order.
- 11.0 RIGHT OF INSPECTION - Buyer shall have the right to inspect the goods upon delivery before accepting them. Seller shall be responsible for all charges for the return to Seller of any goods rejected as being nonconforming under the specifications.
- 12.0 INVOICES -
- 12.1 Seller shall submit separate invoices in duplicate, on each purchase order or purchase change order after each delivery. Invoices shall indicate the purchase order or purchase change order number. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, should be attached to the invoice. Seller shall mail or deliver invoices to Buyer's Department and address as set forth in the block of the purchase order, purchase change order or release order entitled "Ship to." Payment shall not be made until the above instruments have been submitted after delivery and acceptance of the goods and/or services.
- 12.2 Seller shall not include Federal Excise, State or City Sales Tax in its invoices. The Buyer shall furnish a tax exemption certificate.
- 13.0 PRICE WARRANTY -
- 13.1 The price to be paid by Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to Seller's current prices on orders by others, or in the alternative upon Buyer's option, Buyer shall have the right to cancel this contract without liability to Seller for breach or for Seller's actual expense.
- 13.2 Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage or contingent fee, excepting bona fide employees of bona fide established commercial or selling agency is maintained by Seller for the purpose of securing business. For breach or violation of this warranty, Buyer shall have the right, in addition to any other right or rights arising pursuant to said purchase(s), to cancel this contract without liability and to deduct from the contract price such commission percentage, brokerage or contingent fee, or otherwise to recover the full amount thereof.
- 14.0 PRODUCT WARRANTY - Seller shall not limit or exclude any express or implied warranties and any attempt to do so shall render this contract avoidable at the option of Buyer. Seller warrants that the goods furnished will conform to Buyer's specifications, drawings and descriptions listed in the bid invitation, and the sample(s) furnished by Seller, if any. In the event of a conflict between Buyer's specifications, drawings, and descriptions, Buyer's specifications shall govern.

- 15.0 SAFETY WARRANTY - Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970, as amended. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at Seller's expense. In the event Seller fails to make appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense. Where no correction is or can be made Seller shall refund all monies received for such goods with thirty (30) days after request is made therefore and confirmed in writing: failure to do so shall constitute breach and cause this contract to terminate immediately.
- 16.0 NO WARRANTY BY BUYER AGAINST INFRINGEMENTS OF PATENTS, COPYRIGHTS OR TRADE SECRETS - As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with Buyer's specifications attached to Buyer's invitation to bid will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to Buyer's specification will not give rise to such a claim and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like, if Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing within two (2) weeks after the award of this bid, if Buyer does not receive notice and is subsequently held liable for infringement of the like, Seller will indemnify for the full dollar amount thereof. If Seller in good faith ascertains within two (2) weeks after the award of this bid that production of the goods in accordance with Buyer's specification will result in infringement or the like this contract shall be null and void except that Buyer will pay Seller the reasonable cost of Seller's search as to infringement.
- 17.0 PROPRIETARY RIGHTS INDEMNIFICATION - Seller warrants that the goods do not infringe upon or violate any United States patent, copyright, or trade secret. Seller will defend at its expense any action against Buyer or Buyer as licensee to the extent that it is based on a claim that goods used within the scope of the license hereunder infringe upon a United States patent, copyright or trade secret, and Seller will pay any costs and damages finally awarded against Buyer or Buyer as licensee in such actions which is attributable to such claim. Should the products become, or in Seller's opinion be likely to become, the subject of any claim of infringement, Seller shall procure for Buyer or Buyer as licensee the right to continue using the goods, replace them or modify them to make them non-infringing, or discontinue the license of them.
- 18.0 CANCELLATION - Buyer shall have the right to cancel this contract immediately for default on all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof, including warranties of Seller, or if Seller files for bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies, which Buyer may have in law or equity.
- 19.0 TERMINATION - The performance of work under this order may be terminated in whole or in part by Buyer, with or without cause, at any time upon the delivery to Seller of a written "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer as set forth in clause 13, herein.
- 20.0 ASSIGNMENT - DELEGATION - No right, interest or obligation of Seller under this contract shall be assigned or delegated without the written agreement of Buyer's Purchasing Manager. Any attempted assignment or delegation of Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 21.0 WAIVER - No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration in writing and is signed by the aggrieved party.

- 22.0 MODIFICATIONS - This contract can be modified or rescinded only by a written agreement signed by both parties.
- 23.0 INTERPRETATION AND PRIOR EVIDENCE - This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used in this agreement. Acceptance of or acquiescence in a course of performance under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code (UCC) is used in this agreement, the definition contained in the UCC shall control.
- 24.0 APPLICABLE LAW - This agreement shall be governed by the Uniform Commercial Code wherever the term "Uniform Commercial Code" or "UCC" is used. It shall be construed as meaning the Uniform Commercial Code as adopted and amended in the State of Texas. Both parties agree that venue for any litigation arising from this contract shall be in Fort Worth, Tarrant County, Texas. This contract shall be governed, construed and enforced under the laws of the State of Texas.
- 25.0 INDEPENDENT CONTRACTOR - Seller shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of Buyer. Seller shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and sub-contractors. The doctrine of respondent superior shall not apply as between Buyer and Seller, its officers, agents, employees, contractors and subcontractors. Nothing herein shall be construed as creating a partnership or joint enterprise between Buyer and Seller, its officers, agents, employees, contractors and subcontractors.
- 26.0 INDEMNIFICATION - Seller covenants and agrees to, and does hereby, indemnify and hold harmless and defend Buyer, its officers and employees, from and against any and all suits or claims for damages or injuries, including death, to any and all persons or property, whether real or asserted, arising out of or in connection with any negligent act or omission on the part of the Seller, its officers, agents, servants, employees or subcontractors, and Seller does hereby assume all liability and responsibility for injuries, claims or suits for damages to persons or property, of whatsoever kind or character, whether real or asserted, occurring during or arising out of the performance of this contract as a result of any negligent act or omission on the part of the Seller, its officers, agents, servants, employees or subcontractors.
- 27.0 SEVERABILITY - In case any one or more of the provisions contained in this agreement shall for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this agreement, which agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 28.0 FISCAL FUNDING LIMITATION - In the event no funds or insufficient funds are appropriated and budgeted or are otherwise available by any means whatsoever in any fiscal period for payments due under this contract, then Buyer will immediately notify Seller of such occurrence and this contract shall be terminated on the last day of the fiscal period for which appropriations were received without penalty or expense to Buyer of any kind whatsoever, except to the portions of annual payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available.

- 29.0 NOTICES TO PARTIES - Notices addressed to Buyer pursuant to the provisions hereof shall be conclusively determined to have been delivered at the time same is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to Purchasing Manager, City of Fort Worth, Purchasing Division, 1000 Throckmorton, Fort Worth, Texas 76102, and notices to Seller shall be conclusively determined to have been delivered at the time same is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to the address given by Seller in its response to Buyer's invitation to bid.
- 30.0 NON-DISCRIMINATION - This contract is made and entered into with reference specifically to Chapter 17, Article III, Division 3 ("Employment Practices"), of the City Code of the City of Fort Worth (1986), as amended, and Seller hereby covenants and agrees that Seller, its employees, officers, agents, contractors or subcontractors, have fully complied with all provisions of same and that no employee, participant, applicant, contractor or subcontractor has been discriminated against according to the terms of such Ordinance by Seller, its employees, officers, agents, contractor or subcontractors herein.
- 31.0 RIGHT TO AUDIT - Seller agrees that the Buyer shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine and copy any directly pertinent books, computer disks, digital files, documents, papers and records of the Seller involving transactions relating to this contract. Seller agrees that the Buyer shall have access, during normal working hours, to all necessary Seller facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this section. Buyer shall pay Seller for reasonable costs of any copying Buyer performs on Seller's equipment or requests Seller to provide. The Buyer shall give Seller reasonable advance notice of intended audits.
- 32.0 DISABILITY - In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Seller warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Seller or any of its subcontractors. Seller warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold Buyer harmless against any claims or allegations asserted by third parties or subcontractors against Buyer arising out of Seller's and/or its subcontractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this agreement.

Revised October 30, 2006

## **CONFLICT OF INTEREST DISCLOSURE REQUIREMENT**

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity (i.e. The City of Fort Worth) must disclose in the Questionnaire Form CIQ ("Questionnaire") the person's affiliation or business relationship that might cause a conflict of interest with the local governmental entity. By law, the Questionnaire must be filed with the Fort Worth City Secretary no later than seven days after the date the person begins contract discussions or negotiations with the City, or submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the Questionnaire Form CIQ is enclosed with the submittal documents. The form is also available at **<http://www.ethics.state.tx.us/forms/CIQ.pdf>**.

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense under Chapter 176 is a Class C misdemeanor.

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

## OFFICE USE ONLY

Date Received

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**1** Name of person doing business with local governmental entity.

**2**

☐

**Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3** Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

**4** Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

**5** Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐

Yes

☐

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐

Yes

☐

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☐

No

D. Describe each affiliation or business relationship.

**6** Describe any other affiliation or business relationship that might cause a conflict of interest.

**7**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

**NO BID SHEET  
FOR  
BID INVITATION NO: 07-0010  
ATTACK AND SUPPLY FIRE HOSES  
BID OPENING DATE: February 1, 2007**

*Glenda L. Birdow, Senior Buyer  
Purchasing Division  
817-392-8354  
Fax No. 817-392-8440  
e-mail address: [Glenda.Birdow@fortworthgov.org](mailto:Glenda.Birdow@fortworthgov.org)*

If your firm has chosen not to submit a bid for this procurement, please complete this form and submit to:

**City of Fort Worth, Purchasing Division  
1000 Throckmorton Street  
Fort Worth, Texas 76102  
{or fax to above address}**

**Please check the items that apply:**

- ☐ **Do not sell the item(s) required.**
- ☐ **Cannot be competitive.**
- ☐ **Cannot meet the Specifications highlighted in the attached Bid.**
- ☐ **Cannot provide Insurance required.**
- ☐ **Cannot provide Bonding required.**
- ☐ **Cannot comply with Indemnification requirements.**
- ☐ **Job too large.**
- ☐ **Job too small.**
- ☐ **Do not wish to do business with the City.**
- ☐ **Other reason. \_\_\_\_\_**

**Company Name:** \_\_\_\_\_

**Authorized Officer or Agent Signature:** \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ FAX Number: (\_\_\_\_) \_\_\_\_\_