



**CITY OF TORRINGTON**  
**INVITATION TO BID**

**BID #HCS-022-102011 HIGH PRESSURE AIR COMPRESSOR TO FILL SCBA**

**Date of bid opening:** October 20, 2011 **Time:** 11:00 AM **Location:** City Hall, Room 206, Torrington, CT

Bid Bond or Certified Check required with bid: 5%

Performance Bond required if awarded bid: 100%

**SUBMIT AN ORIGINAL AND 2 COPIES.**

The City of Torrington reserves the right to accept or reject any or all bids or any portion thereof, to waive technicalities, and to award the contract as will best serve the public interest.

Omit State and Federal Taxes.

All prices must be F.O.B.: Destination (Torrington) unless otherwise requested.

Dated in Torrington: September 19, 2011 Purchasing Agent \_\_\_\_\_  
Pennie Zucco

Item	Price
<b>HIGH PRESSURE AIR COMPRESSOR TO FILL SCBA PER SPECIFICATIONS</b>	<b>“SEE ATTACHED”</b>

The Purchasing Agent is authorized to offer City based bidders that exceed the lowest bid by up to 6%, the opportunity to match the lowest bid. A City based bidder within the 6% differential who agrees to accept the amount of the lowest bid will be awarded the bid. When multiple City based bidders agree to accept the amount of the low bid then the City based bidders will be invited to submit a new bid, not to exceed the low bid. The bid will then be awarded to the lowest responsive, responsible bidder.

Bid Submitted By: \_\_\_\_\_

Name of Company \_\_\_\_\_ Signature \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ Title \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Date \_\_\_\_\_

Delivery Date \_\_\_\_\_

E-mail address \_\_\_\_\_ Web Page \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **INSTRUCTION TO BIDDERS**

Sealed bids will be received by the Purchasing Agent, Room 206, 140 Main St., Torrington, CT until the time and date specified on the cover sheet and opened thereafter in the Purchasing Department. Bids received later than the time and date specified will not be accepted. In the event of the closure of City Hall, proposals will be opened on the following business day that City Hall is opened. Amendments to or withdrawal of any section of the submitted bid received later than the time & date set for the bid opening will not be considered. Bid proposals must remain in effect for a minimum of 90 days unless otherwise noted elsewhere in the bid specifications.

**BID DOCUMENTS:** are available upon receipt of this invitation (if not attached) over the Internet at the City's web site: [www.torringtonct.org](http://www.torringtonct.org) under open bids. Businesses without internet access may contact the Purchasing Department at 860-489-2224 for a copy of the bid documents.

**BID BONDS:** shall be in the amount of 5% of the total bid made out in favor of the City of Torrington and issued by a Surety company acceptable to the City of Torrington must accompany each bid. A certified check, cashier's check, Treasurer's check, or money order in the same amount may be submitted in lieu of the bid bond. Bids submitted without Certified Check or Bid Bond will not be accepted. The City of Torrington will not be held liable for the accrual of interest on any check held by the city in conjunction with this bid. All checks or bid bonds will be refunded to the unsuccessful bidders after award of the bid by the City Council. The deposit check or Bid Bond of the successful bidder will be held in escrow until such time as the city determines that the bidder has or will meet their obligations as stated by the bid. If the bidder fails or refuses within a reasonable time after due notice that the contract has been awarded to him, to execute the same, an amount representing a loss to the city by reason of such failure shall be retained and paid into the city treasury.

**REPLIES:** whether bid or no bid, submittal must have the bid number clearly identified on the outside of the envelope. Bidders not marking the envelopes with the Bid number and date/time of opening on the envelope will have no recourse against the City of Torrington or its employees. Such bidders run the risk of the bid being opened prior to the scheduled Bid Opening time. Once opened such bids are public record. Any alleged oral agreement made by a bidder or contractor with any agency or employee of the City of Torrington will be disregarded.

**FREIGHT:** Prices quoted shall be net delivery **F.O.B. Torrington, CT.** All bid prices must include prepaid delivery, assembly, and/or installation (ready for operation and/or use) of all equipment and/ or materials to the individual locations(s) as designated by the Purchasing Agent. All bid prices are to be submitted on the sheets provided on this bid. Quantities and pricing are to be listed in accordance with these sheets.

**QUESTIONS:** Request for interpretation of any portion of the bid may be made by telephone to the Purchasing Agent at (860) 489-2225. All replies will be given verbally and a copy of any such inquiry and advice (if deemed vital to the bid by the Purchasing Agent) will be made available to each prospective bidder. Bidders should check the web site for addendums/updates 48 hours prior to the bid opening.

In the event of receipt of identical bids as to offerings, delivery, service, content, price, etc., the bid will be awarded in accordance with the information contained in the bid document, based on first received as to date and time of receipt of the bid.

**EXPARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of a bid, the City of Torrington prohibits exparte communication (i.e., unsolicited) initiated by the Bidder to a City Official or Employee evaluating or considering the bids prior to the time a bid decision has been made. Communication between Bidder and the City will be directed in writing to the Purchasing Agent only. The Purchasing Agent will obtain the information or clarification needed. Exparte communication may be grounds for disqualifying the offending Bidder from consideration or award of the bid and repeat offenders may be disqualified from future bids.

**NON-COLLUSION STATEMENTS:** In order for bids to be considered, a non-collusive statement must be submitted with the bid. A sample non-collusive bid statement is attached. Bidders may elect to submit their own notarized non-collusion statement. **NOTE:** Documents must be signed before and sealed by a Notary Public. Only documents bearing a notary seal will be accepted.

**CONDITIONAL, QUALIFIED OR NON-RESPONSIVE BIDS/PROPOSALS:** All bids/proposals shall be submitted in the form and manner as indicated by the bid documents and bid forms. Any proposal which is not submitted in the form and manner indicated by the bid documents or which contains information, statements, conditions, or qualifications which place conditions or qualifications on the proposal submittal for purposes of making an award, or which alter any proposal terms, conditions, specifications, or forms, which has not been previously approved by written addendum from the Purchasing Agent, or which does not meet legal requirements, shall be declared as a qualified, conditional, or non-responsive proposal and shall be rejected without further consideration. Any proposal response that does not fully respond to and comply with all detailed specifications or requests for information including execution of proposal forms, may be declared "non-responsive" and recommended for rejection. The City of Torrington shall not be responsible for any errors or omissions of the respondent.

**UNBALANCED BIDS AND/OR EXCESSIVE LINE ITEM PRICES:** The City reserves the right to reject any bids in which unit prices, in the sole opinion of the City, are unbalanced. In addition, where the City has decided to make an award, it further reserves the right to non-utilize a particular line item that in the sole opinion of the City is excessively priced, and reserves the right to obtain that item from another source.

**CONTRACT:** A response to an Invitation To Bid is an offer to contract with the City of Torrington based upon the terms, conditions, and specifications contained in the City's ITB. Bids do not become contracts unless and until executed by the City, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the ITB, unless any of the terms and conditions are modified by an ITB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

**TAXES:** Omit all State and Federal taxes from the bid. The City of Torrington is exempt from the payment of taxes imposed by Federal government and/or the State of Connecticut.

**OWNERSHIP OF DOCUMENTS:** All documents, including drawings, plans, specifications, videotapes, or other documents or maps prepared by a contractor pursuant to any agreement arising from this bid shall become the property of the City of Torrington upon completion of the project or any termination of the project prior to the completion of the project.

**LEGALITY:** All bid offers for commodities, work, materials, or equipment hereunder shall comply in every respect with the laws, specifications and requirements of the State of Connecticut and the Federal government. Contractor will comply with the provisions of the Connecticut Fair Employment Practices Law.

**LANGUAGE DISPUTES:** Any disputes over the interpretation and/or meaning of any individual terms, conditions, and/or language within this Request for Bid/Proposal document shall be resolved by and at the sole discretion of the City Purchasing Agent in a manner that is in the best interest of, and best advantage to, the City of Torrington, provided any such interpretation shall be reasonable. In the event that an individual term, condition, and/or language/wording is determined at any time, including after award, by the City Purchasing Agent to be "not applicable at all" to this contract, then the term, condition, and or language/wording may be disregarded, even though an addendum is not issued. However, if the Purchasing Agent determines that the term, condition, and/or language/wording "is applicable in part", then the term, condition, and/or language/wording will apply to the degree applicable, even though an addendum is not issued.

**RESPONSIBILITY:** The Contractor shall save the City of Torrington, its agents or employees, harmless from liability of any kind for all claims of labor payments and materials furnished for this work, and for use of any copyrighted or uncopyrighted composition, secret process patented or unpatented invention, article or application furnished or used in the performance of the contract of which the Contractor is not the patentee, assignee, or licensee. The successful bidder agrees to indemnify and hold harmless the City of Torrington, its agents and employees from any and all liability arising out of the successful bidders' operations, functions and/or supplied items.

The successful bidder, vendor, and/or contractor must protect all property of the City of Torrington (i.e. all floors, furniture, grass, land, etc.) from injury or other damage. Any damage so caused must be repaired by contractor/vendor at his/her own expense. At the completion of work, the vendor and/or contractor must remove from the premises all surplus materials and all debris created by same. The premises must be left in a broom-clean and finished condition acceptable to the owner or its agents. Successful bidder will furnish adequate protection from damage for all work and to repair damage of any kind; for which he or his workers are responsible, to the premises or equipment to his own work or to the work of other contractors.

**DEFAULT:** It shall be understood that a bidder supplying equipment and/or supplies will be considered to be in default if/when they have not delivered the item(s) within the time constraints listed in this document or subsequent purchase orders and/or contract. Bidders providing a service and/or construction will be considered to be in default if/when they have failed to meet the completion date set forth in this document or its subsequent contract and/ or purchase orders and/ or they have ceased work on the project for a period of fifteen (15) working days, cumulative or consecutive.

**SUSPENSION AND DEBARMENT:** The Purchasing Agent may suspend or debar the right of a vendor to be included on the vendor list and has the authority to reject any bid or response from any suspended or debarred vendors.

**Suspension:** A vendor may be suspended based on the following:

- 1) A vendor defaults or fails to fully comply with the conditions, specifications, or terms of a Bid, Quotation, Proposal or Contract with the City of Torrington.
- 2) A vendor commits any fraud or misrepresentation in connection with a Bid, Quotation, Proposal, or Contract with the City of Torrington.
- 3) A vendor is charged by a court with the commission of a criminal offense as incident to obtaining or attempting to obtain a public or private contract or sub-contract, or in the performance of such contract or sub-contract
- 4) A vendor is charged by a court with the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a City contractor. If charges are dismissed or the vendor is found not guilty, the suspension shall be lifted automatically upon written notification and proof of final court disposition provided by the vendor to the City of Torrington.

- 5) A vendor becomes insolvent, has proceedings in bankruptcy instituted against it or, compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property.
- 6) A vendor's commission of any act or omission to perform act is grounds for debarment.
- 7) A vendor violates the ethical standards set forth in local, state, or federal law.
- 8) Any other cause the Purchasing Agent determines to be so serious and compelling as to materially and adversely affect responsibility of a vendor as a City contractor, including but not limited to suspension by another government entity

**Debarment:** A vendor may be permanently debarred for the following:

- 1) Default or failure to fully comply with the conditions, specifications, drawings, or terms of a bid, proposal, or contract with the City of Torrington twice in any three-year period.
- 2) Conviction of or judgment obtained in a court for commission of those offenses in connection with the vendor's commercial enterprise stated sections 3) or 4) of suspension section listed above. If the conviction is reversed through the appellate process, the debarment shall be removed upon written notification and proof of final Court disposition from the vendor to the City of Torrington.

**TRADE NAME REFERENCES:** Any and all references to trade names, types, styles, model numbers, stock numbers or catalogs are intended to be descriptive only and not restrictive. The intention is to indicate to bidders the type and quality of the articles and or materials that will be satisfactory. When reviewing the information, it is the responsibility of the prospective bidder to inform the City of Torrington of any discrepancy that is found (i.e. number listed does not fit item description) Bids received on other makes or models with reference to other catalogs will be considered. The bidder is to clearly state in his bid exactly what he intends to furnish and to furnish with his bid a cut or illustration or other descriptive matter that will clearly indicate and give specification as to the product he/she proposes to furnish. Where a bid is offered on an item other than the trade standard used in the specification the item should be identified on the bid form by entering the MAKE, TRADE NAME AND MODEL NUMBER. It is understood that any substitute and/or alternate that might be offered are guaranteed by the bidder to be of equal or better quality than is referenced in the bid. The item(s) must be equivalent as to function, basic design, type and quality of material, method of construction and any required dimensions. It shall be further understood that during original as well as subsequent shipments spot checks will be performed to insure that the items received are in fact the items offered in the bid. When received, should items/materials prove to be different from what was bid in any way, the bidder agrees to the return of the items and agrees to supply correct items (per bid specifications) at the bidders expense. In the event this return action is required, it is understood the bidder may be subject to removal from the city's approved bidder's list. Bidders are cautioned that surplus, seconds, factory rejects, floor samples, close outs or distressed items are not acceptable and shipments of substitutions, defective or shop-worn equipment will be returned for a full refund at the vendor's expense.

**QUANTITY:** The quantities and/or materials listed in the specifications/bid sheets may be increased or decreased by the City of Torrington or its designated representative based on actual need at the time the purchase orders are placed.

**QUALITY:** The City of Torrington reserves the right to reject any proposal in whole or in part offering equipment and/or materials and/or services that in its or its agent's opinion does not meet the quality standards desired. Such decision is final and not subject to further recourse by the bidder.

**SAMPLES:** forwarded by the bidder will be returned to the bidder at his request and expense. Requests for return of samples must be submitted in writing at the time the sample is given to the City of Torrington or its representative. Samples not returned to the bidder will be disposed of at the discretion of the City of Torrington or its designated representative. Large pieces of equipment submitted for evaluation and inspection are to be picked up by the bidder within 30 days of the bid opening date. Items remaining after 30 days will be discarded.

**AWARD:** It is the intent to award this bid in its entirety to one bidder, however, the City reserves the right to award the bid line item by line item if it is deemed in its best interest to do so. In addition, bidders are advised that should budgetary constraints dictate, part, and/or all the items in this bid may be rejected. This decision shall be considered final and not subject to recourse by the bidder.

In determining the lowest or highest responsible bidder, the City reserves the right to consider, in addition to price, the compatibility, quality, cost of maintenance and availability of parts, experience and/or past performance of the bidder, sufficiency of the financial resources of the bidder as relates to the offerings as well as the ability of the bidder to provide future maintenance and service.

Documents previously submitted to the city of Torrington will not be considered as satisfying submission requirements for this bid.

No bidder can claim any contract rights by virtue of bidding alone. Awarding of the contract means actual written notice by letter and a properly executed purchase order to the bidder or bidders to whom the bid has been awarded.

**BONDS:**

**Performance Bond:** The Contractor, when awarded the Bid, must submit within 10 days of the bid award, and before

beginning the work or signing a contract, a Performance Bond amounting to one hundred percent (100%) of the total amount of the bid. Said performance bond must be in favor of the City of Torrington and executed by a surety company authorized to do business in the State of Connecticut. The City of Torrington reserves the right to retain the Bid Bond or Certified Check on bids below \$25,000.00 as a Performance Bond. On bids of \$25,000.00 or more the Performance Bond may be furnished in the following manner: Performance Bond, Surety Bond, Certified Check, Bank Check, Savings Account in both the City & Vendor's name or Letter of Credit

**Maintenance Bond:** The contractor, upon signing a contract and before beginning the work must submit to the Purchasing Agent a Maintenance Bond to guarantee that if defects in either labor or materials becomes evident within one year after completion and acceptance of work will be fixed at no cost to the City of Torrington. The maintenance bond may be included as a portion of the Performance bond or as a separate bond. If it is issued as a separate bond said maintenance bond must be in favor of the City of Torrington and issued by a surety company licensed and authorized to do business in the State of Connecticut.

**Labor and Material Bonds:** Per Section 49-41 of the Conn. General Statutes, on Public Works project where the estimate is in excess of \$25,000.00, a labor (payment) and material bond must be furnished to the City. Said bonds must be filed with the Purchasing Agent prior to the commencement of work.

**Consent for Release of Final Payment:** AIA Document G707 & G706, or equivalent, must be signed and returned by the Surety Company before final payment will be released to the contractor.

#### **INSURANCE:**

**Certificate of Insurance:** All insurers must have an AM Best rating of A-V11 or better and admitted to do business in the State of Connecticut. All insurance policies must include a Waiver of Subrogation whereby the insured waives its right to subrogate against the City, its subsidiaries, employees, volunteers, directors and officers. Proof of proper insurance coverage, Workers Compensation Insurance, Liability and Property damage, and Vehicle Insurance shall be filed with the City of Torrington Purchasing Agent within 10 days after the award of the bid. The Certificate of Insurance must name the City of Torrington, 140 Main St., Torrington, CT, its subsidiaries, employees, volunteers, directors & officers as the "Additional Insured" and filed with the Purchasing Agent prior to commencement of work. Renewal Certificates of Insurance must be mailed to the Purchasing Agent 10 days prior to the expiration of the required coverage.

**Workman's Compensation Insurance:** The Contractor shall take out and maintain during the life of the contract adequate Workman's compensation Insurance for all the employees employed on said work. In case any class of employees or subcontractors is engaged in hazardous work under the contract at the site of the work is not protected under the Workman's Compensation statute, the contractor shall provide Workman's Compensation Insurance for the protection of employees not otherwise protected.

**Liability Insurance:** The Contractor shall take out and maintain for the life of the contract, adequate public liability insurance insuring against liability to persons not employed by him in an amount of not less than \$1,000,000.00 for injuries, wrongful death to any one person and subject to the limit for each person in an amount of not less than \$2,000,000.00 on account of one accident and property damage insurance in an amount of not less than \$1,000,000.00.

**Vehicle Insurance:** The Contractor shall take out and maintain for the life of the contract, adequate automotive/truck or other vehicle insurance with minimum coverage of \$1,000,000.00 each for both liability and under insured and uninsured motorist as well as any other coverage required by the State of Connecticut or requested by an official of the City of Torrington as relates to the contract.

**Additional Security:** The City of Torrington reserves the right to require successful bidders to enter into and such security arrangements as are deemed necessary to protect the City of Torrington, its property and goods.

**PERMITS:** The successful bidder agrees to obtain all work/building permits as might be required. The cost of obtaining such permits is the responsibility of the bidder. The City of Torrington reserves the right to waive local permit fees. In addition, it shall be understood that where property lines are to be considered, bidders are to verify said lines and measurements with proper City Officials prior to commencement of work.

It is to be understood that any/all specifications and/or plans or drawings contained in or developed as a result of the bid process are and shall be presented subject to the approval of the City of Torrington planning, zoning and building officials and that awards made prior to said approval are subject to cancellation.

**PREVAILING WAGE:** When the State of Connecticut Prevailing Wage Rate is applicable to the bid, the successful bidder must submit a Certified Payroll Record prior to any request and/or invoice for payment.

**CITIZENSHIP:** Each employee of the Contractor shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card. The Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965, (18 USC 4082)(c)(2).

**SAFETY:**

**Machine and/or Equipment Hazard Assessment and Safety Training:** Upon delivery of machines and/or equipment, suppliers are required to provide to the end-user employees, at no additional charge, a training session that will emphasize hazard awareness and assessment and the safe use of such machinery/equipment.

**Occupational Safety and Health Act of 1970:** Seller shall warrant that the machinery, equipment or other materials covered hereby shall upon delivery to the City of Torrington, be in compliance with the standards required by said Act and any updates as pertain to or reference said Act as well as the standards required by comparable State and local laws, if any, for such machinery, equipment or other materials in effect at the time of delivery.

**Machines and/or Equipment Lockout/Tagout:** In an effort to comply with OSHA's final rule on the control of hazardous energy sources, vendors must warrant that any and all machines and/or equipment as is covered under this bid will be supplied and/or installed equipped with lockout/tagout devices as prescribed by OSHA.

**Toxic Substance Control Act (PL94-469):** Seller warrants that each and every chemical substance constituting or contained in the products sold or otherwise transferred to the City of Torrington under this bid and subsequent purchase orders is not on the list of prohibited chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to Act PL94-469 and are otherwise in compliance with said Act.

**Hazardous Materials:** Any materials required by this bid and subsequent purchase orders that are hazardous under federal, state, or local statute, ordinance, regulation, or agency order will be packaged, labeled, marked and shipped by the seller to comply with all federal, state and local regulations then in effect including but limited to the provisions of the Hazardous Materials Transportation Act and Regulations promulgated thereunder and will further comply with any special requirements and any policies and procedures of the City of Torrington relating to the purchase of hazardous materials as might be noted on subsequent purchase orders or otherwise communicated to seller in writing.

**Material Safety Data Sheets:** Shall be provided by the Seller upon delivery to the City of Torrington of any goods having constituents listed in the following references - OSHA 1910, ACHIG Current Threshold Values, DOT HazMat Table 49, IARC Carcinogen List, National Toxicology Program Carcinogen List, and/or Radioactive Materials. These Material Safety Data Sheets must be consistent with and include information required by the OSHA Hazard Communication Standard published as 29 CFR 1910.1200, as the same may be amended or supplemented from time to time.

**Asbestos:** Bidders are advised that asbestos-containing material may be located in the boiler rooms, pipe tunnels, storage areas and various portions of City buildings. Before proceeding on any contractual work on City buildings or their interiors, it is mandatory that bidders familiarize themselves with the asbestos-containing material and that said material be considered as a health hazard and all precautionary measures according to the Ahera Rules & Regulations be observed. It is the bidder's responsibility to notify all employees and/or subcontractors of this notification.

**SUBCONTRACTORS:** The successful bidder shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of the City of Torrington or its designated agent.

**EEO:** The successful bidder shall provide any/all additionally required, affirmative action statements, fair employment plans and non-discrimination programs and statement as might be required by the City of Torrington. In connection with the execution of this bid, subsequent purchase orders and/or contracts, the seller shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin. Bidders must comply with all rules & regulations of the Department of Labor with regard to Equal Employment Opportunities as pertains to municipalities.

**TERMINATION OF CONTRACT:** Any contract entered into by the City and the successful bidder shall provide that the City may terminate the contract upon thirty (30) days notice to the bidder.

**The City of Torrington reserves the right to award or reject any or all bids, or any portion thereof, to waive technicalities, to award the contract to a bidder other than the lowest bid and to award the bid and/or contracts to one or more bidders submitting essentially identical proposals and, that in the city's judgment, will best serve the public interest.**

The terms and conditions of these "Instructions To Bidders" are made a part this bid.

**SAMPLE FORM**

**Bid #** \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, being first duly sworn, deposes and says that:

1. I am \_\_\_\_\_ of \_\_\_\_\_, the bidder that has submitted the attached request for proposal for \_\_\_\_\_;
2. I am fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the work for which the attached Bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Torrington or any person interested in the proposed Bid; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of it agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_

Notary Public

My commission expires \_\_\_\_\_

**NOTE:** Documents must be signed before and sealed by a Notary Public. Only documents bearing a notary seal will be accepted.

**SAMPLE FORM**

**BID # \_\_\_\_\_**  
**CONSENT OF SURETY COMPANY**  
**TO RELEASE FINAL PAYMENT**

- City
- Architect
- Contractor
- Surety
- Other

PROJECT/BID NUMBER:

TO: City of Torrington  
Attn: Purchasing Agent  
140 Main Street  
Torrington, CT 06790

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In accordance with the provisions of the Contract between the City of Torrington and the Contractor as indicated above, the (insert name & address of Surety Co. )

\_\_\_\_\_, SURETY COMPANY on  
bond of (insert name & address of  
Contractor) \_\_\_\_\_

\_\_\_\_\_, CONTRACTOR, hereby  
approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the  
Surety Company of any of its obligations to the CITY OF TORRINGTON as set forth in the Surety Company's bond.

Subscribed and sworn to before this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Authorized Representative's Signature

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Title

**NOTE:** Documents must be signed before and sealed by a Notary Public. Only documents bearing a notary seal will be accepted.

**CITY OF TORRINGTON  
NOTICE TO BID  
HCS-022-102011  
HIGH PRESSURE AIR COMPRESSOR TO FILL SCBA**

Sealed bids are invited and will be received by the Purchasing Agent of the City of Torrington at the office of the Purchasing Agent, City of Torrington, 140 Main Street, Room 206, Torrington, CT, until **11:00 a.m., Thursday, October 20, 2011** at which time and place they will be publicly opened and read aloud for furnishing, delivering and installing a High Pressure Breathing Air Compressor which will be used to charge Self Contained Breathing Apparatus (SCBA) that are used by Firefighters. To receive consideration bids must be in the hands of the Purchasing Agent or authorized representative no later than the day and hour mentioned above. In the event of the closure of City Hall, proposals will be opened on the following business day that City Hall is opened.

Proposals must be submitted on the forms provided and in a sealed envelope plainly marked "**Bid HCS-022-102011, High Pressure Air Compressor to Fill SCBA**". Such bidders run the risk of the bid being opened prior to the scheduled Bid Opening time. Once opened such bids are public record. Any alleged oral agreement made by a bidder or contractor with any agency or employee of the City of Torrington will be disregarded.

Deadline to submit questions will be October 11, 2011 by 4:00 PM.

**The option for an Open Design Compressor with no enclosure may be submitted. Specification sheet(s) to be included with this option. Exceptions will be considered to the specification provided, providing they are listed and fully explained on a separate page entitled "EXCEPTIONS TO SPECIFICATIONS".**

Each exception will be considered as to its degree of impact and total effect on the bid. The purchaser shall determine which (if any taken) exceptions are acceptable, and this determination shall be final.

Sealed bid proposals are to include the following:

1. Removal of the existing system, supply delivery, installation and start up service;
2. Assess the existing electrical supply & disconnect to determine compatibility with new system;
3. Furnish all labor and material to remove the existing SCBA Breathing Air System from Fire Headquarters, and prepare the station for the installation of the new system;
4. Furnish all labor and material to install the Breathing Air Compressor, CO Monitor, electrical supply and disconnect components in accordance with all applicable regulations and manufacturer specifications;
5. Include all equipment as outlined; All equipment shall be new and of current design and manufacture;
6. Include all Permit and Performance Bond filing fees;
7. Bidder to include trade allowance for old unit or indicate that they do not want to remove old unit.  
(Condition of old unit can be supplied by D/C Gary Brunoli, 860-489-2253).

All permits, Performance Bonds and Insurance Policies are the responsibility of the Contractor and shall be supplied to the City Of Torrington prior to commencement of work.

Bidder shall provide, at its expense, technical information, graphs, charts, photographs, instruction guides, or other documentation to establish that the equipment offered full complies with the specifications.

The price shall be guaranteed for sixty (60) days from the date the bid is opened. The total price shall include all items listed in the specifications, and listing any specified item will result in rejection of the bid as not responsive. Payment terms, if any, shall be submitted with the bid, but mandatory prepayment will cause the bid to be rejected. The completed system shall not be finally accepted or paid for until the system has been evaluated and tested to the full satisfaction of the Fire Chief or his designee.

**CITY OF TORRINGTON  
BID #HCS-022-102011  
HIGH PRESSURE AIR COMPRESSOR TO FILL SCBA  
SPECIFICATIONS**

**GENERAL SPECIFICATIONS**

The air compressor shall be designed to refill SCBA cylinders. The unit must include a high pressure air compressor, air purifier, and all operating controls assembled in an appliance cabinet. The appliance shall be completely assembled and tested by the manufacturer requiring only electrical power supply to operate. The unit shall be designed so that all operating controls and performance indicators are located on a panel at the front of the appliance allowing "at sight" operator monitoring. The supplier shall comply with the currently applicable NFPA, CGA, and OSHA specifications as well as all applicable federal, State and Local amendments to these and electrical codes. The compressor design shall not permit the venting of oil contaminated air to the atmosphere.

The unit shall be packaged in an appliance style fashion and all exposed ferrous metal panels shall be powder coat painted. The unit shall be manufactured with four (4) holes on the base mount plate to facilitate the customer's needs to bolt the unit to the floor if deemed necessary. All components on the unit shall be located inside the confines of the base dimensions of the unit.

The external construction of the high pressure breathing air compressor shall be appliance-like; using formed fabricated steel structures and panels without visible welds, burrs, and grinding marks. All structure fasteners shall be concealed and all access panels shall include concealed hinges and push button latches. The operating control panel shall be illuminated. All panels and access doors shall include sound dampening insulation to limit noise to 76dB at one meter. Two full height, maintenance access doors shall be located on each side of the unit. Each door shall include a shutdown switch to prevent exposure to running gear in the event either door is opened while the compressor is running. The appliance must be designed so that it can be installed with the rear "against a wall".

There shall be two (2) bolts on style, panels on the rear of the unit. The rear top panel shall be designed to be removed if major work on the compressor block is required and the rear lower panel shall be designed to be removed to gain access to the electric drive motor. There shall be a left hand and a right hand hinged access door to facilitate service and minor repairs on the unit. Each door shall have dual latching locks that require only a one finger push action to perform the function of deactivating the lock(s). Each door shall be equipped with a safety switch. The safety switches shall be integrally wired to the PLC to eliminate the possibility of start up of the unit while the doors are in the open position. If the unit is in the operations mode and either access door is dislodged the unit shall immediately cease operation as well as provide the operator with the correct information, on the display screen, of which door is ajar. An audible alarm shall also sound if either door is dislodged, while in the operating mode.

There shall be a lower door on the front of the unit to gain access to the purification system and other vital control components. This door shall have dual latching locks that require only a one finger push action to perform the function of deactivating the lock(s). The operator panel shall be located on the front of the machine. It shall be located at a reasonable height so that the operator can perform all of the operational and calibrating duties required as well as monitor

vital visual components without stress to oneself. The operator panel shall have clearly marked and labeled gauges for each stage of compression, oil pressure, and purification pressure and for the air sampling procedure (STS). The operator panel shall have an interactive display screen that can notify the operator of the current status of the unit, allow for air sampling and reminder interactions, as well as perform the ON/OFF feature. The operator panel shall have a palm style Emergency Stop button, a non-settable analog hour-meter, and an audible alarm. The operator panel shall have a centrally located hinged fold down access panel to gain rear access to all of the panel mounted components. There shall be a removable top panel on the unit. The top panel shall contain an electric fan to discharge heat from the internal cabinet, while the unit is in the operational mode. The fan shall be covered and shrouded to eliminate the chance of foreign objects entering the bladed area. Additionally there shall be a 2" FNPT port mounted on the top panel. This port shall facilitate the use of an outside air intake, if desired.

All high pressure air plumbing shall be rated for 6000 psi working pressure and utilize seamless stainless steel tubing. All high pressure air plumbing connections shall use compression fit design fittings.

The electrical control system shall include components with UL, NEMA, or IEC approval and housed within a NEMA 1 enclosure.

### **COMPRESSOR**

The compressor shall be an air-cooled, reciprocating, four or five-stage compressor designed for continuous duty at 6000 psi working pressure with a charging rate of a minimum 20.0 CFM. The air compressor design shall include heavy-duty crankcase supporting the crankshaft with ball bearings on each end. Lubrication shall be accomplished by controlled splash of oil from the crankcase sump aided by pressure induced mitigation from the totally sealed crankcase. The crankcase shall be piped back to the inlet cylinder to maintain proper crankcase pressure and eliminate any discharge of oil contaminated air to the atmosphere. The cylinder arrangement shall be balanced "V" configuration featuring double-acting, ringed pistons assuring maximum balance and air volume delivery efficiency while operating at a maximum compressor speed of 1100 RPM. Each stage of compression shall be protected with a safety relief valve. The cylinders shall include cooling fins to dissipate heat into the cooling air flow from the compressor's integral flywheel fan. Individually mounted coolers shall be located after each compression stage to cool the discharged air to 18 degrees Fahrenheit above ambient temperature. Accumulated condensation from cooling the compressed air shall be collected in moisture separator mounted on the compressor and piped to an automatic, timed drain system for proper collection and disposal. Prior to shutdowns, the compressor shall be allowed to run unloaded (with open drains) for a period of time (Purge Cycle) in order to purge all cylinders, separator, and crankcase of damaging condensation that develops as compressors cool down.

The air compressor system shall be a turnkey, packaged appliance designed to deliver high pressure breathing air in compliance with the most current NFPA and CGA quality standards and refill SCBA cylinders. It must include the high pressure air compressor, electric motor, air purifier, fill station and all operating and cylinder fill controls as specified below. The system must also be designed to incorporate an integral air storage system as specified below. All of these components shall be completely assembled and tested by the manufacturer as a system and incorporated within a single appliance requiring only an electrical power supply to operate. The system shall be designed so that all cylinder refilling and operating controls and performance indicators are located on panels at the front of the appliance allowing "at sight" operator monitoring. The appliance shall comply with the currently applicable OSHA

specifications as well as state and local electrical codes. The compressor design shall not permit the venting of oil contaminated air to the atmosphere.

All high pressure air plumbing shall be rated for 6,000 PSI working pressure and utilize seamless stainless steel tubing. All high pressure air plumbing connections shall use compression fit design fittings.

The ambient air filter element shall be located in a housing installed directly on the compressor inlet with an opening suitable for outside air intake piping.

The electrical control system shall include components with UL, NEMA or IEC approval and housed within an NEMA 1 enclosure.

### **ELECTRIC MOTOR**

The compressor shall be v-belt driven by a NEMA design 15 HP, open drip proof electric motor and wired 3-phase, 60Hertz, 230/460 volt current. The motor and v-belt drive arrangement shall be located under the compressor utilizing a hinged motor base to facilitate belt tension adjustment. The compressor and motor base shall include rubber mounts to isolate vibration from the appliance.

### **ELECTRICAL CONTROL SYSTEM**

The breathing air compressor system shall include all necessary controls to assure efficient and safe operation and monitor performance.

### **AIR PURIFICATION SYSTEM**

The high pressure air purification system shall be a multi-chamber arrangement that utilizes disposable cartridges manufactured to provide breathing air that meets or exceeds NFPA and CGA Grade "E" specifications and all other equivalent and recognized standards in use worldwide. All system components shall be rated for 6000 psi working pressure. All chambers in the system shall be constructed of 304 stainless steel to enhance safety and corrosion resistance. All purification system components must be located within the appliance with access for service from the front via a hinged, latched panel.

The purification system shall be sized to process 85,000 cubic feet of air at 80 degrees Fahrenheit and compressed to 6000 psi between cartridge changes. The system shall include the following;

- Final separator chamber connected to the automatic condensate drain system.
- Check valve to prevent back pressure to the compressor.
- One desiccant cartridge chamber.
- One purifier cartridge chamber.
- Pressure maintaining valve to assure that the system is maintained pressurized in order to attain the rated processing capacity of the air purification cartridges.
- Safety relief valve.
- Drain valve to relieve the system pressure for maintenance.
- Stem-mounted gauge for system pressure verification.

The system shall be designed so that filling cannot occur in the event that the disposable cartridges are not installed. The disposable cartridges shall be designed so that they can be installed only in proper sequence.

- Air pressure switch to automatically start or stop compressor based on demand.

- High air temperature shutdown switch and gauge with thermowell and sensor that measures temperature directly from the air stream. Cylinder surface sensors are not acceptable.
- Low oil level shutdown switch.
- Magnetic, across-the-line starter with electric motor overload protection.

## **INSTRUMENTATION**

The control system must include all monitoring devices necessary to indicate normal system operation, fault conditions, and shutdowns. These must be mounted on a control panel located at the front of the appliance with all indicators and gauges labeled and located at approximately eye level. The panel shall be a steel plate painted in a matte shade with a textured finish to eliminate glare and enhance the visibility of gauges and indicators. Halogen lights, with a panel mounted on/off switch, shall illuminate the control panel from above.

The compressors instrumentation panel shall be engineered for quick and convenient access to all key panel components, eliminating the need to use the appliance maintenance access doors. Pressure gauges, indicator lights, the start/stop control pressure switch and all optional instruments shall be accessible for routine maintenance and adjustments from hinged, “knockdown” subpanels within the main control panel surface.

As a minimum, the instrumentation required is as follows;

- Compressor interstage and final pressure gauges.
- Normal high air pressure shutdown indicator light.
- Condensate Purge Cycle indicator light.
- High compressed air temperature shutdown indicator light.
- Low oil level shutdown indicator light.
- Maintenance access “Door ajar” shutdown indicator light.
- General fault shutdown indicator light.
- Hourmeter.
- Power selector (on/off) switch.
- Emergency stop button.
- Halogen lights on/off switch

## **AIR MONITORING SYSTEM**

The air monitoring system shall be a combined moisture and carbon monoxide detection instrument located within a single housing. This air quality monitoring system shall include a liquid crystal display and a 4-key tactile feedback keypad. The system shall have a LCD which continually displays the level of CO or moisture in the compressed air stream. The keypad is designed to allow the operator to select measurements of carbon monoxide or moisture and to calibrate the carbon monoxide monitor function. The complete unit is factory wired, calibrated, tested, and mounted on the compressor instrument panel. A remote, panel mounted monitor is also available on request.

The key components and functions of the air monitor system are as follows:

- **Carbon monoxide monitor** - The Carbon Monoxide monitor is designed to continuously measure the CO content in the compressed breathing air. The monitor samples the compressed air after the purification system. The monitor is designed to display the CO level in the breathing air system and shut down the compressor when the preset maximum level is sensed. The key components and functions of the CO monitor are as follows:
  - A. **CO sensor** - the sensor is designed to detect carbon monoxide contamination

within a range of 0-50ppm & have a maximum response time of 60 seconds within 0-20ppm. The sensor has an expected operating life of two years when operated within atmospheric pressure - 10%, 15%, to 90% relative humidity and temperature range of -5 to 0 degree Celsius.

- B. Sensor module** - the sensor module is a dedicated housing to hold the sensor separate of the main instrument box in order to simplify replacement. In the event of sensor failure, the module can be freely interchanged without recalibrating the monitor.
- C. Control module** – the control module is the main instrument box and includes a liquid crystal display (LCD) and a 4-key tactile feedback keypad. The 16 character x 2 line backlit LCDS continuously display the CO level in the compressed air stream in parts per million. The keypad is used to calibrate the monitor. This procedure is significantly simplified as directions are prompted to the operator via instruction messages displayed in the LCD. The monitor can be programmed to automatically indicate when the calibration is required. The calendar circuit can be set for a calibration interval range of 1 - 90 days.
- D. Calibration panel** - the calibration panel is designed to supply the monitor with the proper air pressure and flow rate. It includes a regulator capable of reducing air flow pressure from 6000 psi to a nominal pressure of 5 psi. The panel also includes a flow meter to adjust air flow to a range of 0.4 to 2.0 scfm. A selector valve is provided to allow either purified air or calibration gas to be routed to the monitor sensor. Calibration gas cylinders are included and mounted with adjustable brackets that permit quick replacement of empty cylinders.

**Moisture Monitor system** - the moisture monitor is designed to continuously measure the moisture content of the compressed breathing air. The monitor samples the compressed air after the purification system.

The monitor is designed to display the moisture level in the breathing air stream and shut down the compressor when the preset maximum level is sensed. The key components and functions of the moisture monitor are as follows:

**Moisture monitor probe** - the moisture monitor probe is located in the to plug of the final purifier chamber, directly in the compressed air stream. Our initial compressor start-up, a timing device within the MMS will allow air to flow over the probe without interference in order to remove any residual moisture. The operating cycle is set at the factory and will continue until the residual moisture in the probe is purged.

**Liquid Crystal Display (LCD)** - during the initial residual moisture purge cycle, the LCD will display and flash the word “stabilizing”. When the purge cycle ends, the LCD will indicate the applicable message for the moisture level being sampled. The possible messages are as follows:

- If the moisture content in the air stream is within the acceptable range of 25 ppm or less, the LCD will indicate the actual moisture content in parts per million.
- When the moisture content in the air stream approaches the maximum acceptable level of 25 ppm , the LCD will indicate the actual moisture content in parts per million and the word “high”.
- When the moisture content in the air stream exceeds the maximum acceptable level of 25 ppm, the compressor will shut down and the LCD will indicate the actual moisture content in parts per million and flash the word “high”.

**CITY OF TORRINGTON  
TORRINGTON, CONNECTICUT 06790**

**BID PROPOSAL  
BID #HCS-022-102011  
High Pressure Air Compressor to Fill SCBA  
Torrington Fire Department**

**BID OPENING: 11:00 a.m., October 20, 2011**

**TO: *Pennie Zucco, Purchasing Agent*  
*City of Torrington*  
*140 Main Street, Room 206*  
*Torrington, CT 06790***

The undersigned, as bidder, agrees to furnish and deliver the High Pressure Breathing Air Compressor as specified herein and declares that no person or persons, other than those named herein, are interested in this Proposal; that this Proposal is made without collusion with any person, firm, or corporation; that he has carefully examined the location of the proposed work; that no person or persons acting in any official capacity for the City is directly or indirectly interested therein or in any portion of the profit thereof; and that he proposes and agrees, if this Proposal is accepted, to provide all necessary equipment, tools, labor and deliver and to do all work and furnish all materials specified in the manner and time therein prescribed, and according to the requirements of the City as therein set forth, and that he will take in full payment therefor, the following unit prices and lump sums, to wit:

FIRM \_\_\_\_\_  
Name \_\_\_\_\_  
Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
NAME \_\_\_\_\_  
Please Print  
TELEPHONE NUMBER \_\_\_\_\_  
FAX NUMBER \_\_\_\_\_  
EMAIL ADDRESS \_\_\_\_\_  
SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

# PROPOSAL

Manufacturer \_\_\_\_\_ Model \_\_\_\_\_

1. SCBA Air Compressor (enclosed)  
Delivered and Installed Complete per Specifications \$ \_\_\_\_\_ /Each

2. Manufacturer's Warranty per  
Specification \$ INCLUDED /Each

3. Extended Warranty  
Terms \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_ /Each

2.

Payment Terms \_\_\_\_\_

Time to Delivery \_\_\_\_\_ Working Days

Have you taken any exceptions or have you deviated from our printed specification and if so, are such suggested changes clearly noted on the page provided for exceptions to specifications?

\_\_\_ yes

\_\_\_ no

## \*\*OPTION FOR OPEN DESIGN COMPRESSOR

Manufacturer \_\_\_\_\_ Model \_\_\_\_\_

1. SCBA Air Compressor (open-design)  
Delivered and Installed Complete per Specifications \$ \_\_\_\_\_ /Each

2. Manufacturer's Warranty per  
Specification \$ INCLUDED /Each

3. Extended Warranty  
Terms \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_ /Each

Payment Terms \_\_\_\_\_

Time to Delivery \_\_\_\_\_ Working Days



**RECEIPT OF ADDENDA(S)**

**ADDENDUM**

**# SIGNATURE**

**DATE**

1. \_\_\_\_\_

\_\_/\_\_/\_\_

2. \_\_\_\_\_

\_\_/\_\_/\_\_

3. \_\_\_\_\_

\_\_/\_\_/\_\_

4. \_\_\_\_\_

\_\_/\_\_/\_\_

NAME OF BIDDER: \_\_\_\_\_

OFFICIAL ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
(Please Print)

DATE: \_\_\_\_\_

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