



CITY OF TORRINGTON
REQUEST FOR PROPOSAL

RFP# PPE-022-091916 FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT

Bid opening: Sept. 19, 2016 Time: 11:00 AM Location: City Hall, 140 Main St., Rm. 206, Torrington, CT

Bid Bond or Certified Check required with bid: 5%

Performance Bond required if awarded bid: "see instructions to Bidders"

SUBMIT ONE (1) ORIGINAL AND THREE (3) EXACT 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: 8/18/16

Purchasing Agent *Pennie Zucco*
Pennie Zucco

ITEMS	PRICE
PURCHASE OF APPROXIMATELY 10 – 20 SETS OF FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT PER SPECIFICATIONS	\$ _____ Per Set
	\$ _____ Total Cost

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: _____
Signature

Name of Company _____

Address _____ Title: _____

Phone: _____ Fax: _____ E-mail address _____

Date _____ Delivery Date _____

Comments: _____

TABLE OF CONTENTS

<u>SECTION</u>	<u>Pages</u>
Table of Contents	page 2
Instruction to Bidders	pgs. 3 - 8
Non-Collusion	pg. 9
Invitation to Bid	pg. 10
Detailed Specifications Bid Forms	pgs. 11-26
Appendices A - D – Forms	pgs. 27 - 31

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, Room 206. Bids received later than the time 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 30 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. Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe at <http://www.adobe.com>. Businesses without internet access may contact the Purchasing Department at 860-489-2224 for a copy of the bid documents.

NON-APPROPRIATION: All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.

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 location(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 in writing to the Purchasing Agent: Voice 860/489-2225, Fax 860/489-2547 and email: pennie_zucco@torringtonct.org. All bidders questions pertaining to the contract specifications and plans under this contract shall be placed in writing. Any Fax or email shall be followed up with a telephone call to verify receipt. All replies will be in writing 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 by addendum. 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 his 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.

INDEMNIFICATION: 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. To the fullest extent permitted by law, The bidder shall indemnify and hold harmless the Municipality, its officers, agents, servants and employees from and against all liability, claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance or lack of performance of the work, provided that any such liability, claim, damage, loss or expense is (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting hereto from and (b) is caused in whole or in part by any negligent act or omission of the Bidder, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them are liable.

In any and all claims against the Municipality, its officers, agents, servants and employees by any employee of the Bidder, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for those acts any of them may be liable, the indemnification obligation under these sections to be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Bidder or any Subcontractor under Worker's Compensation Acts, Disability Benefit Acts or other employee benefit acts.

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.

OPTION TO RENEW: This contract may be extended for four (4) additional one (1) year periods, provided all terms and conditions remain in full force and effect except for the contract period being extended. This option, if exercised, is to be executed in the form of a letter of agreement, to be issued no later than 30 days prior to the expiration of the then current contract period. This option to renew requires the mutual agreement of both parties. Refusal by either party to exercise this option to extend, will cause this contract to expire on the original or mutually agreed upon date. The total period of this contract, including all extensions as a result of exercising this option, will not exceed a maximum combined period of five (5) years.

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, or Bank Check.

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 shall purchase insurance from an insurance company or companies rated A-V11 or better by A.M. Best Companies lawfully authorized to do business in the State of Connecticut. The insurance provisions set forth below are minimum requirements. 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. In the event the Contractor/City Contract (Project Requirements) specifies additional coverage's and/or amounts of coverage then those set forth below and pertaining to the Contractor's work, then the Contractor shall provide the coverage's and/or amounts in accordance with the Project Requirements. 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. Such insurance will protect the Contractor from claims which may arise out of or result from the Contractor's operations under the Subcontract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Sub-Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor, and any Sub-subcontractors engaged by the Contractor, shall obtain the following insurance:

Workers' Compensation Insurance: For all work performed pursuant to this contract, Contractor shall maintain Workers' Compensation Insurance, including coverage for all executive officers, sole proprietors and partners, and other similar employee benefits in the amount required by all applicable statutes, law, regulations or acts. Such Workers' Compensation Insurance must list on Item 3A of the policy Information Page "Part One of the policy applies to the Workers' Compensation Law of the State Connecticut" and provide a Waiver of Subrogation endorsement (NCCI form WC 00 03 13 or its

equivalent) that prohibits the insurance company from enforcing subrogation and recovery rights against the City, its subsidiaries, employees, volunteers, directors and officers. If work is to be performed over or adjacent to navigable waterways, the Workers' Compensation Insurance shall contain the United States Longshore and Harbor Workers' Act Endorsement (NCCI Form WC 00 01 06 or its equivalent). 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.



City of Torrington
Firefighter Personal Protective Equipment
PPE-022-091916

The City of Torrington will be accepting sealed proposals from qualified vendors for the purchase of Firefighter Personal Protective Equipment (PPE). Proposals will be received by the City of Torrington, at the office of the Purchasing Agent, City Hall, 140 Main Street, Room 206, Torrington, CT 06790 until **11:00 A.M., September 19, 2016**. Proposals received later than date and time specified will not be accepted. In the case where City Hall is closed for weather related or some other emergency related circumstance, then submittals shall be due the next day when City Hall reopens for business, no later than **11:00 a.m.** on that day.

Awarded contractor will supply personal protective turnout gear as specified in this document on an as needed basis to the City of Torrington Fire Department. The initial contract will be for a one (1) year period. If the awarded vendor's performance at the conclusion of the first year is satisfactory, the City reserves the right with the vendor's concurrence to extend the contract for four additional years at the same terms and conditions of the original contract, providing it is in the best interest of the City.

One (1) original and three (3) copies shall be placed in a sealed envelope and clearly marked "**#PPE-022-091916, FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT**". Proposals must be submitted on the forms provided. Vendors mailing proposals should allow for normal delivery time to ensure timely receipt of their proposals. Any alleged oral agreement made by a bidder or contractor with any agency or employee of the City of Torrington will be disregarded. The City will not be liable for any costs incurred in the preparation of the response for this Invitation to Bid. **Faxed, e-mailed or late proposals will not be accepted.**

A bid bond in an amount five (5%) percent of the total bid price shall accompany each bid. A bid, once submitted, becomes the property of the City. In the sole discretion of the City, the City reserves the right to allow a bidder to reclaim submitted documents provided the documents are requested and retrieved no later than 48 hours prior to the scheduled bid opening.

All information given by the City except by written addendum shall be informal and shall not be binding upon the City nor shall it furnish a basis for legal action by any Contractor or prospective Contractor against the City. Bidders should check the web site for addendums/updates 48 hours prior to the bid opening.

This specification is intended to define the minimum requirements for Firefighter Personal Protective Equipment (PPE). In the absence of comment on particular points, industry standard practice should be presumed to prevail. Workmanship and material must be first quality throughout.

All bids will be considered valid for a period of ninety (90) days.

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.

AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER
MBE'S WBE'S AND SBE'S ARE ENCOURAGED TO APPLY

**CITY OF TORRINGTON
FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT - PPE-022-091916**

SCOPE

The City of Torrington seeks fulfillment and delivery of the firefighter PPE specified herein. The City of Torrington regularly purchases PPE and expects to purchase approximately 10 complete PPE sets in the upcoming Fiscal Year (July 2016-June 2017), in addition to multiple sets every year thereafter. Pricing should be determined upon your scale and quantity. The PPE shall be in compliance of materials, and construction will meet or exceed NFPA 1971 (2013 revision) and OSHA for structural firefighter's personal protective equipment. Any errors or inconsistencies in the specification shall be corrected to the most current version of the NFPA 1971 standard.

Bidders shall indicate whether they comply or take exception to each item. Bidders are not to indicate "Comply" unless their bid completely meets that item. Exceptions may be allowed if they are equal to, or superior to that specified, and provided:

- The bidder checks the "Exception" on each item.
- **The Exceptions are clearly stated, individually listed, and fully explained on a separate sheet of paper, attached to this bid proposal.**

Preparation of Bids

Bids should be prepared providing a straight-forward, concise description of the Bidder's ability to meet the requirements of the RFP. Proposals shall be submitted in a clear, concise and legible manner to permit proper evaluation. All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed and dated in ink by the person signing the bid.

Bids must be submitted on "Bid Forms" provided with each blank properly filled in. Each section and sub-section of each item must be marked clearly as to it meeting the City's specifications completely or not. Any deviation from the specification must be fully described in detail on the Specification Calculation and Explanation Worksheet section of Bid form. If forms are not fully completed it may disqualify the bid.

Each person signing the Bid certifies that he/she is the person in the Bidder's firm/organization responsible for the decision as to the fees being offered in the Bid and has not and will not participated in any action contrary to the terms of this provision.

Questions or Clarification on RFP Specifications

All inquiries and questions regarding this RFP must be submitted via email. Emailed questions and inquiries will be accepted from any and all prospective Bidders in accordance with the terms and conditions of the RFP. All questions shall be due on or before **Thursday, September 5, 2016 by 2:00 p.m.** and should be addressed to pennie_zucco@torringtonct.org.

Addenda

If it becomes necessary to revise any part of the RFP, notice of the Addendum will be posted on the City of Torrington website, www.torringtonct.org.

All Addenda referencing this RFP will form part of this RFP. Receipt of all Addenda should be acknowledged in a Proponent's RFP response. Failure to indicate receipt of addenda may result in

the bidder being rejected as nonresponsive. Interested vendors should check the website 48 hours before the closing date.

All information given by the City except by written addendum shall be informal and shall not be binding upon the City nor shall it furnish a basis for legal action by any Contractor or prospective Contractor against the City.

The bidder hereby acknowledges receipt of and agrees this submittal is based on the RFP and the following addenda. (If additional addenda are issued, attach a complete listing of these addenda when submitting this proposal.)

ADDENDUM # _____ DATED _____ ADDENDUM # _____ DATED _____
ADDENDUM # _____ DATED _____ ADDENDUM # _____ DATED _____
ADDENDUM # _____ DATED _____ ADDENDUM # _____ DATED _____

Bid Submission

All bids are due and must be delivered to the City of Torrington Purchasing Department on or before **Monday, September 19, 2016 by 11:00 A.M.** Sealed Bids must be addressed and delivered to: City of Torrington, Purchasing Department, City Hall, 140 Main Street, Room 206, Torrington, CT 06790. Bids submitted later than date and time will not be accepted. **Faxed, e-mailed or late proposals will not be considered or accepted.** Any alleged oral agreement made by a bidder or contractor with any agency or employee of the City of Torrington will be disregarded. The City will not be liable for any costs incurred in the preparation of the response for this RFP.

Each Bidder must submit one (1) original and three (3) copies in a sealed envelope clearly marked **"#PPE-022-091916, FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT"**.

Award

The initial contract will be for a one (1) year period. If the awarded vendor's performance at the conclusion of the first year is satisfactory, the City reserves the right with the vendor's concurrence to extend the contract for four additional year's at the same terms and conditions of the original contract.

The City may also utilize alternatives offered in the Bid Forms, if any, to determine the lowest responsible Bidder.

Previous experience and performance will be a factor in making the award. References shall be provided by bidder in bid form.

Bid shall include all charges for on-site measuring for the department's four (4) shifts, products, packing, delivery, warranty, etc. unless otherwise stated in the bid document. Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the City.

The successful bidder's prices will remain firm through the length of the contract as designated within these bid specifications. Prices shall be stated in units of quantity specified in the bid document.

Samples of articles, when required, shall be furnished free of cost, of any sort, to the City of Torrington. Samples of articles selected may be retained for future comparison. Samples that are not destroyed by testing, or which are not retained for future comparison. Will be returned upon request at your expense.

Any Bid which does not conform fully to these instructions may be rejected.

OFFICIAL DOCUMENTS

The City of Torrington shall accept no changes to the bid documents made by the Bidder unless those changes are set forth in the "Specification and Explanation Worksheet" section of Bid form.

ISO CERTIFICATION/REGISTRATION

The manufacturer must certify that the garments proposed in its bid meet or exceed all requirements of the NFPA 1971. The manufacturer must also list and label this product with Underwriters Laboratories Inc. (UL) or Safety Equipment Institute (SEI) as the third party certification organization prescribed in NFPA 1971. All certification testing and test preconditioning must have been performed by an ISO 17025 certified laboratory. UL, SEI or a UL Authorized Client Test Data Program laboratory will fulfill this requirement. The protective clothing manufacturer shall be certified and registered to ISO Standard 9001 to assure a satisfactory level of quality. Indicate whether the manufacturer is so certified and registered by checking "Comply or Exception."

Does your bid Comply with all Aspect of This Section? _____ Comply _____ Exception

GARMENT WARRANTY

The manufacturer must provide a lifetime warranty against defects in materials and workmanship with the bid package. The City of Torrington Fire Department performs routine and advance inspections similar to that prescribed by NFPA. Please describe in detail the process for returning PPE for warranty repair. Please describe any and all costs associated with warranty repairs and returns, as well as turnaround time for warranty repairs.

A detailed statement of warranty shall be provided in writing upon submission of bid to include length and materials covered as well as the location of repair facility and the method for submission of repair work. A warranty statement shall be provided with the completed bid, specific to your bid proposal. NO EXCEPTIONS.

Does your bid Comply with all Aspect of This Section? _____ Comply _____ Exception

PERFORMANCE CLAUSE

The sales representative shall have fifteen (15) calendar days to measure\fit an individual for gear after the request from the department.

Does your bid Comply with all Aspect of This Section? _____ Comply _____ Exception

DELIVERY

Delivery of equipment shall be to the Torrington Fire Department, located at 111 Water Street, Torrington, CT 06790. This PPE will be delivered no later than forty-five (45) calendar days after completed and approved measurements. Failure to deliver within sixty (60) calendar days from the initial request shall result in a 5% reduction in cost for every five (5) calendar days that it is late.

Extenuating circumstances may excuse the delivery clause. These circumstances may be as follows but not limited to; Industry wide material shortage, NFPA edition change, and/or unusual weather conditions directly affecting the manufacturing or delivery process. The City of Torrington reserves the right to accept or deny reasons for late delivery.

The Successful bidder shall also provide provisions in their proposal for "Emergency Orders" of PPE to be delivered within 14 days of receipt of order and measurement (if needed).

Does your bid Comply with all Aspect of This Section? Comply Exception

SIZING

Each garment shall be ergonomically designed. To ensure a perfect fit, sizing shall be based on actual measurements taken of the firefighter by a trained measurement specialist, or sizing try-ons, or both. Current sizing shall be done in accordance with NFPA 1500 and available for male and female. General sizing such as small, medium, large, XL are not acceptable. Garments shall be available in custom sizing as follows: coat chest in 2-inch (5.1 cm) increments, coat sleeve in 0.5-inch (1.3 cm) increments, coat back length in 1-inch (2.5 cm) increments, pant waist in 2-inch (5.1 cm) increments and pant inseam in 1-inch (2.5 cm) increments. Each sleeve and inseam length shall provide 100% gradation from shoulder to wrist, and from hip to ankle, to provide proper fit for individual arm and leg lengths. Pattern tailoring to custom-fit neck, bicep, hip/seat and thigh circumferences must also be provided, when needed, at no additional charge. Neither Small-Medium-Large-Extra Large sizing nor women's garments cut to men's patterning are considered acceptable, since proper fit facilitates mobility and minimizes stress.

Does your bid Comply with all Aspect of This Section? Comply Exception

TECHNICAL BULLETIN NOTIFICATION

The manufacturer shall notify the City of Torrington Fire Department of any technical bulletins, warnings or product recalls associated with the gear ordered for a period of 10 years from the date of gear manufacturing.

Does your bid Comply with all Aspect of This Section? Comply Exception

PRODUCT COUNTRY OF ORIGIN

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

Does your bid Comply with all Aspect of This Section? Comply Exception

LABELING REQUIREMENTS

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

Does your bid Comply with all Aspect of This Section? Comply Exception

MANUFACTURER TRAINING

- a) The Bidder shall provide training on the proper care, cleaning, and inspection for the PPE.
- b) This training shall take place when the gear is delivered and will be given at Torrington Fire Department.
- c) The vendor shall describe in detail the contents of the class and its compliance with NFPA.
- d) The manufacturer shall provide a user information guide for the garments, which complies with user information requirements of NFPA 1971.
- e) Topics shall include, but not necessarily be limited to: pre-use information, preparation for use, overview of NFPA 1971, inspection frequency and details, don/doff, use consistent with NFPA 1500, maintenance and cleaning, and retirement and disposal criteria and considerations.

Does your bid Comply with all Aspect of This Section? _____ Comply _____ Exception

TRACEABILITY PROGRAM

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

Does your bid Comply with all Aspect of This Section? _____ Comply _____ Exception

PATENT CONSIDERATIONS

The Bidder, without exception, shall indemnify and save harmless the Purchaser and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the Purchaser. If the Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work. It is expressly agreed by Seller that these covenants are irrevocable and perpetual.

Does your bid Comply with all Aspect of This Section? _____ Comply _____ Exception

FLAMMABILITY OF CONSTITUENT MATERIALS

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

Does your bid Comply with all Aspect of This Section? _____ Comply _____ Exception

SELF-BINDING

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

Does your bid Comply with all Aspect of This Section? _____ Comply _____ Exception

THREAD

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

Does your bid Comply with all Aspect of This Section? Comply Exception

STITCH METHODS

The outer shell shall be assembled using NFPA approved stitching. The thermal liner and moisture barriers shall be assembled using NFPA approved stitching.

1. The outer shell shall be assembled using stitch #301, #401, #514, and #516.
2. The thermal liners and moisture barriers shall be assembled using type #301, #401, #504, #514, and #516.
3. Stitching in all seams shall be continuous. There shall be no joined stitching in midstream.
4. All major "A" outer shell structural seams, major "B" structural liner seams, and minor seams including but not limited to pockets, flaps, and material reinforcements, shall have a minimum of 8 to 10 stitches per inch.
5. All reflective trim will be double stitched with two (2) rows of stitching or in a way that meets or exceeds the strength and durability of two (2) rows of stitching.

Does Your Bid Comply with All Aspects of This Section? Comply Exception

TAILORED GRADING OF GARMENT LININGS

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

Does your bid Comply with all Aspect of This Section? Comply Exception

POINTS OF STRESS

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

Does your bid Comply with all Aspect of This Section? Comply Exception

ASSET TRACKING SERVICES

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

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

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

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

Does Your Bid Comply with All Aspects of This Section? Comply Exception

THIRD PARTY TESTING AND LISTING PROGRAM

All components used in the construction of these garments shall be tested for compliance to NFPA Standard #1971 (2013 revision) by Underwriters Laboratories (UL). Underwriters Laboratories shall certify and list compliance to that standard. Such certification shall be denoted by the Underwriters Laboratories certification label.

Does Your Bid Comply with All Aspects of This Section? ___ Comply ___ Exception

LABELS

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

- Compliance to NFPA Standard #1971 – 2013 edition
- Underwriters Laboratories classified mark
- Manufacturer's name
- Manufacturer's address
- Manufacturer's garment identification number
- Date of manufacture
- Size
- Fiber contents

Does Your Bid Comply with All Aspects of This Section? ___ Comply ___ Exception

HIGH TEMPERATURE THERMAL INSULATING MATERIALS REQUIREMENT

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

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

Does your bid Comply with all Aspect of This Section? ___ Comply ___ Exception

REPAIRS AND ALTERATION SUPPORT

The manufacturer shall furnish, free of charge, reasonable quantities of NFPA 1971-certified thread, materials and other supplies to allow the department to manage its own ongoing internal maintenance efforts. Also, the manufacturer shall provide on call at no charge, during normal business hours, a liaison for the repair department to assist the Fire Department on a telephone consultation basis, on all maintenance or repair questions that might arise. Additionally, the manufacturer shall agree to expedite, on its own cost-only basis, all repairs that must be performed at the manufacturer's plant, rather than in department, over the life of the contract.

Does your bid Comply with all Aspect of This Section? ___ Comply ___ Exception

BREATHABILITY REQUIREMENT

Excluding where required by NFPA standard, necessary for functionality, or specifically called out in the custom option sections, all materials used in the construction of the garments shall be breathable and all moisture barrier material must be as specified in the following materials section. The breathability requirement includes but is not limited to: collar, chinstrap, storm shield, fly, waterwells, front coat facings, labels, and reinforcement cushioning where applicable.

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

Does your bid Comply with all Aspect of This Section? Comply Exception

CONDUCTIVE AND COMPRESSIVE HEAT RESISTANCE (CCHR)

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

Does your bid Comply with all Aspect of This Section? Comply Exception

APPLICABLE DOCUMENTS

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

<u>STANDARD</u>	<u>TITLE</u>
ASTM D - 2016	Standard Practice for Stitches and Seams
NFPA 1500, 2015 Edition	Standard on Fire Department Occupational Safety and Health Program
NFPA 1851, 2014 Edition	Standard on Selection, Care, and Maintenance of Structural Fire Fighting Protective Ensembles
NFPA 1971, 2013 Edition	Standard on Protective Ensemble for Structural Fire Fighting

Does your bid Comply with all Aspect of This Section? Comply Exception

TO AVOID LIABILITY AND INTERFACE PROBLEMS, COATS AND PANTS SHALL BE PROCURED FROM THE SAME MANUFACTURER

OUTER SHELL MATERIAL – JACKETS AND PANTS

The outer shell shall be constructed of Armor AP (Safety Components) and shall have:

- a. 6.5 oz. per square yard
- b. 33% Nomex / 67% Kevlar spun yarns
- c. Twill Weave
- d. Teflon F-PPE enhanced water repellent finish
- e. Color of garment is to be black

Does your bid Comply with all Aspect of This Section? Comply Exception

THERMAL INSULATING LINER – JACKET AND PANTS

The thermal liner shall be constructed of Glide Gold 2-Layer

- a. 7.4 oz. per square yard
- b. Two (2) layers of Nomex E-89 spun lace batt quilted with Nomex thread to Kevlar and spun Nomex/Lensing FR blend twill weave face cloth

- c. Two (2) seven (7) inch by nine (9) inch pockets, constructed of self-material and lined with moisture barrier material shall be affixed to the inside of the jacket thermal liner, one (1) on the left side and one (1) on the right side by means of a lock stitch with users name attached to a label on it.

Does your bid Comply with all Aspect of This Section? _____ Comply _____ Exception

LINER ATTACHMENT

- a. The completed liner-moisture barrier assembly shall attach by means of four (4) evenly spaced glove snaps to each outer shell front facing to reduce weight, bulk and stiffness. To provide continuous moisture and pathogen protection at the front, the liner shall be positioned so it is sandwiched between the coat front facing and a breathable pathogen shield. The use of zippers or hook and loop fasteners **in this area** is not allowed due to their added weight, bulk and stiffness.
- b. Liner sleeves shall be attached at the outer shell cuff by means of snaps on two (2) sets of Nomex tabbing strips per cuff. These snaps shall be isolated by the tabbing material so that they will not abrade against the outer shell.
- c. The male and female snap parts shall both be located on Nomex tabbing that is sewn to the liner at the cuff.
- d. To provide continuous moisture protection and pathogen protection at the neck, the liner shall be positioned so that it is sandwiched between an outer-facing pathogen shield and an inside facing of the specified outer shell material, both folded over and sewn in at the neck seam. The liner system design shall not allow products of combustion or other contaminants to move into the liner interior between the moisture barrier and thermal liner. For instance, separately hemmed and bartacked liner and moisture barrier with open edge designs would not be acceptable.
- e. Attachment at the neck shall be by means of four (4) glove snaps that penetrate only the layer of the attachment strip facing towards the liner, so that metal contact at a wearer's neckline is completely eliminated.

Does your bid Comply with all Aspect of This Section? _____ Comply _____ Exception

MOISTURE BARRIER – JACKET AND PANTS

The moisture barrier material shall be constructed of Stedair 4000

- a. 5.5 oz. per square yard
- b. Nomex IIIA woven pajama check substrate laminated to an enhanced bi-component membrane comprised of an expanded PTFE (Teflon) matrix with a continuous hydrophilic and oleophobic coating impregnated into the matrix
- c. Four (4) year warranty
- d. Stedair moisture barrier seams shall be sealed with Stedair seam tape to afford comparable viral penetration resistance performance.
- e. The thermal liner and moisture barrier shall be completely removable from the jacket shell. The snap tab shall be color coded to a corresponding snap tab in the liner for ease of matching the liner system to the outer shell after inspection or cleaning is completed.
- f. The thermal liner and moisture barrier shall be completely removable from the trouser shell. The legs of the thermal liner/moisture barrier shall be secured to the shell by means of a minimum of two (2) **Ara-Shield** fasteners per leg. The snap tabs shall be color coded to a corresponding snap tab in the liner for ease of matching the liner system to the outer shell after inspection or cleaning is completed. The liner system shall have a reinforcement of black Nomex Twill sewn to the bottom of the fly opening. This reinforcement will serve to prevent the liner from tearing in that area from the constant donning and doffing of the trousers.

Does your bid Comply with all Aspect of This Section? ___ Comply ___ Exception

THERMAL PROTECTIVE PERFORMANCE

The assembled garment, consisting of an outer shell, moisture barrier, and thermal liner, shall exhibit a TPP (thermal protective performance) rating of not less than thirty-five (35) and a THL (total heat loss) rating of no more than two hundred sixty-five (265).

Does your bid Comply with all Aspect of This Section? ___ Comply ___ Exception

LINER ACCESS OPENING (INSPECTION PORT)

The liner system of the jacket and trousers shall have an opening installed into it for the purposes of inspecting the integrity of the thermal liner/moisture barrier. This opening will be approximately ten (10) inches along the perimeter. This opening shall remain closed when jacket is in use by the means of a zipper closure.

Does your bid Comply with all Aspect of This Section? ___ Comply ___ Exception

RETROREFLECTIVE FLUORESCENT TRIM

- a. The retroreflective fluorescent trim shall be three (3) inch Scotchlite.
- b. Each garment will have the trim affixed to the outside shell and meet the requirements of NFPA 1971 (2013 edition) and OSHA.
- c. The trim shall be the Project Fire style on the jacket and the trim shall be on each leg below the knee approximately 4-6 inches above the bottom of the pant.
- d. The trim will be lime for the firefighters, and it will be orange for the officers.

Does your bid Comply with all Aspect of This Section? ___ Comply ___ Exception

REINFORCED TRIM STITCHING

All reflective trim will be secured to the outer shell with Nomex thread, using a locking chain stitch. All trim ends shall be securely sewn into a seam for a clean finished appearance. This will be stitched with four (4) rows lockstitch.

Does your bid Comply with all Aspect of This Section? ___ Comply ___ Exception

METAL CONTACT PREVENTION

The coat and jacket shall be constructed such that when completely assembled there shall be no direct metal contact from the exterior of the outer shell through the thermal liner to the wearer's body unless the hardware is located on the top of the pants (covered by the jacket) or is completely covered by external closure flaps.

Does your bid Comply with all Aspect of This Section? ___ Comply ___ Exception

COATS

DESIGN CONCEPT (STYLING)

The coat shall be approximately 6 inches (15.2 cm) longer at the rear hem than at the front. The coat composite (all three layers) shall not gap when the firefighter is bending, crawling or climbing. Gapping shall be determined as defined by NFPA 1500 with both arms fully overhead and wearer bending to rear, sides and front. The actual length of coats (shorter or longer) will be determined by each individual's torso length. Coat must interface properly with standard height pants.

Does your bid Comply with all Aspect of This Section? _____ Comply _____ Exception

PATTERNING CONCEPT

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

Does your bid Comply with all Aspect of This Section? _____ Comply _____ Exception

PATTERNING REQUIREMENTS

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

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

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

Does your bid Comply with all Aspect of This Section? _____ Comply _____ Exception

DRAG RESCUE DEVICE (DRD)

A firefighter drag rescue device shall be installed in each jacket. The ends of the 1 ½ inch wide strap will be sewn together to form a continuous loop. It will be installed in the jacket between the liner and outer shell. The access port will be covered by an outside flap with beveled corners designed to fit between the shoulder straps of an SCBA. The flap will have an NFPA compliant 3M Scotchlite reflective logo patch sewn to the outside to clearly identify the DRD.

Does your bid Comply with all Aspect of This Section? _____ Comply _____ Exception

SEWN ON REFLECTIVE LETTERING

Each jacket shall have three (3) inch 3M Scotchlite lettering with the word **TORRINGTON** arched on yoke. This lettering will be lime for the firefighters and orange for the officers.

There shall be a (user's) letter patch attachment. The lettering shall be three (3) inch 3M Scotchlite. This patch will be constructed of the same material as the outer layer. It shall be a four to six (4-6) inch, two (2) layered self-fabric one line letter patch attached to hem of the coat as low as possible. This patch will have the firefighter's last name, (1st initial when specified) in lime. For the officers, it will have officer's rank abbreviated with the officer's last name as well. The officer's lettering will be orange. All letters will be stitched with four (4) rows lockstitch.

Each jacket shall have a Nomex embroidered American flag approximately 2 ½ by 3 ½ installed on the left sleeve near shoulder.

Does your bid Comply with all Aspect of This Section? _____ Comply _____ Exception

BELLOW POCKETS (Jacket)

Each coat front body panel shall have an eight (8) inch by eight (8) inch, (or 7 inch by 9 inch) by two (2) inch deep bellow pocket double stitched to it and shall be located to provide accessibility. The lower half of the pocket will be reinforced with a layer of Kevlar on the inside and black **Ara-Shield** on the outside (front, bottom, and sides). Two rust resistant metal drain eyelets will be installed in the bottom of each pocket to facilitate drainage of water. The pocket flap shall be constructed of two (2) layers of outer material and shall hang three (3) inches over pocket and will be ½ inch wider than the pocket. There will be three (3) vertical strips of Velcro on the flap with corresponding horizontal on the pocket. Pocket to be constructed of Armor AP. All pockets and flaps shall be reinforced at the top corners with bar tack stitching. A fleece lined hand warmer pocket shall be supplied under the pocket. This pocket will be accessed from the rear of the pocket. It shall be lined with Nomex fleece (front and back) for warmth and comfort.

Does your bid Comply with all Aspect of This Section? _____ Comply _____ Exception

JACKET CUFF REINFORCEMENTS

The sleeve cuffs shall be reinforced with black leather or (suede). The cuff reinforcement shall be no less than two (2) inches in width and folded in half, approximately one half on the inside and one half on the outside of the sleeve for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched (lock stitched) to the sleeve and for a total of four (4) rows of stitching.

Does your bid Comply with all Aspect of This Section? _____ Comply _____ Exception

INNER WRISTLET AND WATERWELL

Every coat shall feature a minimum 4.5-inch (11.4-cm) long, double-layer 100% Nomex Spandex inner wristlets (black) with sewn-on thumb tabs that are protected by a flame-resistant and moisture-resistant inner water well. The inner wristlet shall be sewn to the thermal liner sleeve end (not to the outer shell). A specified moisture barrier water well with an elastic gather shall be sewn to the moisture barrier sleeve end with all seams sealed to allow maximum channeling of water away from inside the

moisture barrier/thermal liner sleeve end. This water well must pass the NFPA 1971 Whole Garment Liquid Penetration Test. The thermal liner/wristlet shall be bar tacked and seam sealed at the junction of the moisture barrier sleeve to water well seam to prevent liner pullout. This inner water well assembly shall be interface capable with the appropriate glove to provide wrist protection during the NFPA 1971 Whole Garment Liquid Penetration Test. Each jacket shall have Nomex Spandex wristlets with sewn on thumb tabs.

Does your bid Comply with all Aspect of This Section? _____ Comply _____ Exception

EXTERNAL WRISTLET

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

Does your bid Comply with all Aspect of This Section? _____ Comply _____ Exception

LINER SHOULDER THERMAL ENHANCEMENT

Extra thermal protection will be provided by sewing strips of thermal liner fibers (dead air panels) in a minimum of four (4) rows thru the shoulder and upper arm (down to the elbow) area to reduce compression and maintain dead air insulation.

Does your bid Comply with all Aspect of This Section? _____ Comply _____ Exception

RADIO POCKET

A radio pocket shall be installed on the left chest with an antenna notch on both sides of the flap. Material shall be Armor AP.

A mic tab shall be installed above the radio pocket. Additional D-Ring shall be placed on closure flap just above radio pocket for thermal imager lanyard. Material shall be Armor AP.

Does your bid Comply with all Aspect of This Section? _____ Comply _____ Exception

FLASHLIGHT HOLDER

A flashlight holder designed to hold a right angle flashlight shall be attached to the right chest approximately six (6) inches (15.2 cm) down from the collar. Style is to be SL-90 (handheld Streamlight 90 degree flashlight).

Does your bid Comply with all Aspect of This Section? _____ Comply _____ Exception

JACKET CLOSURE

The jacket shall be closed by means of a heavy duty high temp smooth gliding zipper on the jacket front and flame resistant Velcro fastener tape (hook and loop) on the storm flap. The jacket collar throat closure shall be a continuation of the coat storm flap to prevent any gaps in the throat area. The positive closure shall be covered by a one piece storm flap and throat closure.

Does your bid Comply with all Aspect of This Section? _____ Comply _____ Exception

JACKET COLLAR

The collar shall be a minimum of three (3) inch regulator-friendly collar, with appropriate chin closure strap. Each collar shall be graded to individual coat sizes.

Does your bid Comply with all Aspect of This Section? ___ Comply ___ Exception

HANG-UP LOOP

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

Does your bid Comply with all Aspect of This Section? ___ Comply ___ Exception

PANTS

The pants must be able to accept an external harness (Gemtor 541NYCR-2) with harness loops included. The loops will be constructed of a double layer of outer shell material and will be of a two (2) piece design (top and bottom). The harness loops shall not interfere with the Post-man take up straps. The top and bottom of each loop will attach to each other with snap fasteners and FR Velcro hook and loop tape sewn to the ends to accommodate donning of the harness. The exterior primary positive locking closure shall be closed by means of a heavy duty high temp smooth gliding zipper with glove snap and Velcro (hook and loop) closure.

The pants shall have Post-man style take up straps located on the pants above hip area and slightly above belt area.

Does your bid Comply with all Aspect of This Section? ___ Comply ___ Exception

POCKETS (PANTS)

The pants shall have a bellow pocket (6-in-one tool pocket) on the right leg. It shall measure nine (9) inch by nine (9) inch by two (2) inch and be double stitched to the side of the leg straddling the out seam above the knee and positioned to provide accessibility. The inside of the pocket will be reinforced with a layer of Kevlar on the inside and black **Ara-Shield** on the outside bottom-half (front, sides and bottom) of the pocket. Two rust resistant metal drain eyelets will be installed in the bottom of the pocket to facilitate drainage of water. The pocket flap shall be constructed of two (2) layers of outer material and shall hang three (3) inches over pocket and ½ inch wider than the pocket. There will be three (3) vertical strips of Velcro (hook and loop) on the flap with corresponding horizontal on the pocket. Pocket to be constructed of Armor AP. All pockets and flaps shall be reinforced at the top corners with bar tack stitching.

The pants shall have a bail-out pocket on the left leg with a Universal Escape System Adaption. This pocket shall measure nine (9) inch by nine (9) inch by two (2) inch and be double stitched to the side of the leg straddling the out seam above the knee and positioned to provide accessibility. The inside of the pocket will be reinforced with a layer of Kevlar on the inside and black **Ara-Shield** on the outside bottom-half of the pocket (front, sides and bottom). Two rust resistant metal drain eyelets will be installed in the bottom of the pocket to facilitate drainage of water. The pocket flap shall be constructed of two (2) layers of outer material. Pocket to be constructed of Armor AP.

Does your bid Comply with all Aspect of This Section? ___ Comply ___ Exception

REVERSE BOOT CUT

The outer shell pant leg cuffs will be constructed such that the back of the leg is approximately 1-1 ½ inches shorter than the front. The liner will also have a reverse boot cut at the rear of the cuff and a concave cut at the front to keep the liner from hanging below the shell. This construction feature will minimize the chance of premature wear of the cuffs and injuries due to falls as a result of "walking" on the pant cuffs.

Does your bid Comply with all Aspect of This Section? _____ Comply _____ Exception

PANT CUFF REINFORCEMENT

The pant cuffs shall be reinforced with black leather or (suede). The cuff reinforcement shall be no less than two (2) inches in width and folded in half, approximately one half on the inside and one half on the outside of the cuff for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched (lock stitched) to each pant leg for a total of four (4) rows of stitching.

There shall also be a reinforcement strip of **Ara-Shield** lock stitched to the outer shell on the inside bottom of each leg to prevent premature wear to the inside of the pants at the ankle area. Reinforcements shall measure four and a half (4 ½) inches high by eight (8) inches at the base and four (4) inches at the top.

Does your bid Comply with all Aspect of This Section? _____ Comply _____ Exception

KNEE

- a) The knee (heat Channel) shall have an insert throughout all layers that shall provide a natural bend in the leg.
- b) This knee shall include cut outs, shaped pieces, and darts to create free movement with few restrictions.
- c) The cushioning for the Knee reinforcement if required, and the thermal pad sewn to the internal side of the thermal liner assembly, shall provide a minimum of 25 CCHR and be comprised of breathable, fiber based materials.

Does your bid Comply with all Aspect of This Section? _____ Comply _____ Exception

KNEE THERMAL ENHANCEMENT

An additional layer of thermal liner (dead air strips) and neoprene coated impermeable barrier material will be sewn to the knee area of the liner system for added protection and increased thermal insulation at contact points. The knee thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal line layer only.

Does your bid Comply with all Aspect of This Section? _____ Comply _____ Exception

KNEE REINFORCEMENTS

The knee shall be reinforced with a layer of black **Ara-Shield** material. The knee reinforcement shall be slightly offset to the outside of the leg to ensure proper coverage when bending, kneeling and crawling.

Does your bid Comply with all Aspect of This Section? _____ Comply _____ Exception

KNEE PADDING

A padding made of two (2) layers of thermally stable FR closed cell foam shall be inserted in between the knee reinforcement and the thermal layer.

Does your bid Comply with all Aspect of This Section? _____ Comply _____ Exception

SUSPENDERS

Padded eight-point ripcord or quick adjust suspenders shall be provided. Suspenders will be (X-back design). **Various mounting options may be accepted only after being evaluated by TFD officials for the strength and durability that the Torrington FD requires.**

Does your bid Comply with all Aspect of This Section? _____ Comply_____ Exception

**APPENDIX A
RFP # PPE-022-091916
FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT
BID FORM
Schedule of Prices**

The undersigned hereby declares that the instructions and specifications have been carefully examined and that PERSONAL PROTECTIVE FIREFGIGHTING TURNOUT GEAR will be furnished for the prices set forth in this bid. It is understood and agreed that the instructions, specifications, compliance questions, answers, and additional responses are an integral part of the bid submission from the undersigned (detailed specifications).

It is understood that all bids include charges for on-site measuring for the department's four (4) shifts, products, services, packing, delivery, warranty, etc. unless otherwise stated in the bid document. Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the City.

The initial contract will be for a one (1) year period. If the awarded vendor's performance at the conclusion of the first year is satisfactory, the City reserves the right with the vendor's concurrence to extend the contract for four additional years at the same terms and conditions of the original contract. It is understood that the Bid prices submitted by the successful bidder should remain firm for the length of the contract from date of award.

The undersigned bidder further agrees and understands that the City of Torrington reserves the right to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, to make the award in any manner the City believes to be in its best interest, and to reduce or eliminate this purchase agreement with prior notice.

Unit Prices must be firm for the entire terms of the Contract.

Purchase of approximately 10 sets per year.

<u>Description</u>	<u>Description</u>
<u>Quantity – Item</u>	<u>Per Unit Price</u>
1 to 5 Sets	\$ _____
5 to 10 Sets	\$ _____
11 to 20 Sets	\$ _____

The City at its sole discretion, may elect to renew this bid for an additional year(s). Please list the % increase, if any, per year for the items listed above.

Delivery time after receipt of PO: _____

Warranty Explanation: _____

How did you receive notification of this bid? _____

PLEASE PRINT:

CONTRACTOR NAME _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE _____

CONTRACTOR ADDRESS _____

E-MAIL _____

PHONE _____

DATE _____

This form **must** be completed and returned with your bid

**APPENDIX B
STATEMENT OF REFERENCES
RFP # PPE-022-091916**

FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT

List five references which demonstrate your ability to complete the work included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your company's qualifications.

Reference No. 1

Customer Name/Email: _____
Contact Individual/: _____ Phone No: _____
Address: _____
Contract Amount: _____ Year: _____
Description of product provided: _____

Reference No. 2

Customer Name/Email: _____
Contact Individual: _____ Phone No: _____
Address: _____
Contract Amount: _____ Year: _____
Description of product provided: _____

Reference No. 3

Customer Name/Email: _____
Contact Individual: _____ Phone No: _____
Address: _____
Contract Amount: _____ Year: _____
Description of product provided: _____

Reference No. 4

Customer Name/Email: _____
Contact Individual: _____ Phone No: _____
Address: _____
Contract Amount: _____ Year: _____
Description of product provided: _____

Reference No. 5

Customer Name/Email: _____
Contact Individual: _____ Phone No: _____
Address: _____
Contract Amount: _____ Year: _____
Description of product provided: _____

**APPENDIX C
CITY OF TORRINGTON
RFP # PPE-022-091916
FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT
Acceptance of Terms of this Agreement**

Name of Proposer: _____

Contact Person: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____

E-mail: _____

Authorized Signature _____ Title: _____

Name Printed: _____ Date: _____

It is agreed by the above signed proposer that the signature and submission of this proposal. Represents the proposer's acceptance of all terms, conditions, and requirements of the proposal specifications, and, if awarded, the proposal will represent the agreement between the parties.

The above signed has carefully examined the specifications and all other bidding documents related to the project, acquainted themselves with the site and all other conditions relevant to the work and made all evaluations and investigations necessary to fully understand any difficulties, which may be encounter in performing the work.

The proposer agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the proposal documents, but which are incidental to the scope, intent, and completion of this contract, shall be deemed to have been included in the prices for the various items scheduled.
