



## CITY OF TORRINGTON REQUEST FOR PROPOSAL

### **RFP #SCB-022-070116 SELF-CONTAINED BREATHING APPARATUS (SCBA)**

**Bid opening: July 1, 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: 6/9/16

Purchasing Agent \_\_\_\_\_  
Pennie Zucco

ITEMS		
<b>LEASE AND MAINTENANCE PROGRAM FOR FIFTY (50) SELF-CONTAINED BREATHING APPARATUS AND RELATED COMPONENTS FOR FIREFIGHTERS PER SPECIFICATIONS</b>		
<b>FIVE (5) YEAR LEASE AND MAINTENANCE PROGRAM</b>	Per Year \$ _____	Total Five Years \$ _____
<b>SEVEN (7) YEAR LEASE AND MAINTENANCE PROGRAM</b>	Per Year \$ _____	Total Seven Years \$ _____
<b>TEN (10) YEAR LEASE AND MAINTENANCE PROGRAM</b>	Per Year \$ _____	Total Ten Years \$ _____

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: \_\_\_\_\_ E-mail address \_\_\_\_\_

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

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, 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](http://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](mailto: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  
REQUEST FOR PROPOSAL  
SELF-CONTAINED BREATHING APPARATUS  
SCB-022-070116**

The City of Torrington will be accepting sealed bids for the purpose of securing a contract to furnish, deliver and maintain Fifty (50) units Self-Contained Breathing Apparatus (SCBA) equipment and related Components for use by the Torrington Fire Department, as herein specified. Literature regarding SCBA units shall be included with submitted bid. Vendors not submitting information could risk being disqualified. The award of this bid will include the performance of the SCBA units. Vendors mailing proposals should allow for normal delivery time to ensure timely receipt of their proposals. 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.

One original and three (3) copies shall be placed in a sealed envelope and clearly marked “**#SCB-022-070116, SELF CONTAINED BREATHING APPARATUS**”. Proposals must be submitted on the forms provided. Proposals will be received at the Office of the Purchasing Agent, City Hall, 140 Main Street, Room 206, Torrington, CT 06790 until **July 1, 2016 by 11:00 A.M.** Proposals received later than date and time specified will not be accepted. 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 in ink by the person signing the bid. Contractors mailing proposals should allow for normal delivery time to ensure timely receipt of their proposals. All proposal submissions become property of the City and will not be returned. 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 not less than five percent (5%) of the amount of the bid shall accompany each bid as a guarantee that the successful bidder will promptly execute a satisfactory contract.

All information given by the City except by written addenda 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. Any Fax or email question(s) shall be followed up with a telephone call to verify receipt. Bidders should check the web site for addendums/updates 48 hours prior to the bid opening.

This Bid shall remain open and shall not be withdrawn for a period of ninety (90) days from the date set for its opening.

**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 SELF-CONTAINED BREATHING APPARATUS - SCB-022-070116**

### **Background**

The City of Torrington will be replacing Self-Contained Breathing Apparatus (SCBA) Equipment and related Components to comply with the new National Fire Protection Association (NFPA) Standards (2013 Edition). Quantities of the required equipment to be replaced by the City are indicated in the pricing schedule as found in Appendix B – Bid Pricing Sheet. Literature regarding SCBA units shall be included with submitted bid. Vendors not submitting information could risk being disqualified.

The evaluation and award process will result in the City of Torrington (hereafter to be referred to as the “City”) selecting, on the basis of its determination of best overall value, new Self Contained Breathing Apparatus Equipment (hereafter to be referred to as “SCBA Equipment”) for the Torrington Fire Department (hereafter to be referred to as the “TFD”). While the determination of best overall value will include evaluation of multiple criteria over the entire procurement process, the SCBA ultimately selected by the City will provide the most appropriate level of respirator protection for all firefighters.

### **Objective**

The objective of this Request for Proposal (RFP) is to evaluate and select the best possible Proponent who shall supply and deliver SCBA units, cylinders, face-masks, Rapid Intervention Team Kits, any applicable Technical certification product support and deliver value added parts. The key drivers are firefighter safety and reduced operating expenses. overhead in the maintenance of the SCBA.

As a result of the Request for Proposal (RFP), the City will:

- a. Enter into a pricing agreement for SCBA Equipment with the successful Proponent.
- b. Award a contract to the successful Proponent, in the City’s sole and absolute discretion, to supply and deliver the selected product to the City of Torrington as outlined in Appendix A – Technical Specifications.

### **Clarification of his Request for Proposal (RFP)**

- a. Proponents are responsible for requesting any clarification of the RFP, pursuant to Appendix A-D of this RFP.
- b. Proponents are responsible for advising the City if, in their opinion, any language, specifications or requirements of the RFP appear to be ambiguous, contradictory, or appear to inadvertently restrict or limit the requirements stated in the RFP.
- c. Every attempt will be made by the City to ensure that Proponents receive adequate and prompt responses.
- d. To ensure consistency and to maintain a fair and equitable RFP process, all Proponents will be required to check for any Addenda on the City Website ([www.torringtonct.org](http://www.torringtonct.org)). Addenda could include (a) responses to questions submitted in writing concerning the RFP document or (b) amendments to the RFP document.

### **Inquiries and Addenda**

All inquiries and questions regarding this RFP must be directed in writing (by email) to [pennie\\_zucco@torringtonct.org](mailto:pennie_zucco@torringtonct.org) no later than **June 17, 2016 by 12:00 PM**. Questions will be answered through an addendum which will be posted on the City of Torrington website. 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.

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.

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 \_\_\_\_\_

**Order of Precedence**

The documents listed below form part of the Request for Proposal and will be incorporate into any resulting contract. If there is a discrepancy between the working of one document and the working of any other document which appears on the list, the wording of the document which first appears on the list shall prevail.

- a. Any and all Addenda released for this RFP
- b. City Request for Proposal (Complete document)
- c. The proposal submitted by the selected proponent.

**Rights Reserved**

The City of Torrington Reserves the Right to:

- a. Accept or reject any or all proposals
- b. Reject any proposal that does not comply with the stated terms and conditions
- c. Reject any proposal that exceeds the approved funds
- d. Cancel and/or reissue this RFP at any time
- e. Request clarification or supporting data for any point in the proposal
- f. Negotiate with the preferred proponent
- g. Waive or correct any minor or inadvertent defect, irregularity or technical error with respect to the RFP document
- h. Pursue its own investigations concerning a Proponent's legal status and/or financial viability
- i. Terminate the RFP process at any time prior or subsequent to the closing date, and issue a new RFP for the same or a modified requirement
- j. Terminate the RFP process at any time prior or subsequent to the closing date, and not issue a new RFP
- k. Disqualify a proposal on the basis of evidence of conflict of interest or collusion as disclosed by a proposal or through any other information discovered by the City.
- l. Terminate failed contract negotiations with a Preferred Proponent, without liability and negotiate with the next highest ranked Proponent.

**Proponent's Investigations and Responsibilities**

By submitting a Proposal in response to this RFP, the Proponent certifies to the City that:

- a. It has carefully examined the RFP documents and has a clear understanding of the City SCBA Equipment and components required by the City as described in this RFP.
- b. It is in good standing with its creditors and financial institutions and is financially able to perform and meet any and all duties, liabilities and obligations as may be required of it under any agreement/contract resulting from this RFP.
- c. It has been afforded the full opportunity to make any and all investigations relative to the terms and conditions set out within this RFP understanding that it is the City's intent that these form the basis and circumstances under which a contract will be performed.
- d. It has put forth all of its comments and/or questions with respect to this RFP over the period that inquiries were allowed for and affirms its agreement that the City has adequately responded to these concerns or questions in one manner or another through published Addenda.

By submitting a Proposal in response to this RFP, the Proponents are responsible for:

- a. Ensuring that the proposal is signed by an authorized official of the firm.
- b. Ensuring that all sections of the RFP have been addressed in the Proposal. Proponents that omit unit costs in a Price Schedule may result in the Proposal being declared incomplete and removed from further consideration.
- c. Ensuring that all sections of the RFP are complete and acknowledging that failing to complete any section of this RFP may result in disqualification.

This Bid shall remain open and shall not be withdrawn for a period of ninety (90) calendar days from the date set for its opening. The ninety (90) day period may be extended upon written mutual agreement.

The bid award is expected to occur in July 2016 pending the appropriation funds.

This specification is intended to define the minimum requirements for Self-Contained Breathing Apparatus (SCBA). 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 goods or materials or equipment proposed shall be new and represent current production items manufactured or assembled from previously unused, processed or unprocessed raw materials or from new manufactured sub-components, unless otherwise so stated in the RFP specifications.

All SCBA Equipment supplied under the contract will be subject to due inspection and acceptance by the City prior to authorization for payment of these products. The Proponent must agree that the City retain the right to closely scrutinize all material charges and determine if good value for the City is achieved. Under no circumstances with the City process payment for any item where the price has not been calculated in accordance with the terms and conditions of the contract.

The City reserves the right to reject any and all proposals received as a result of this RFP, and to waive technical defects, qualifications, irregularities and omissions, if, in its sole judgment, the best interests of the City will be served by doing so.

### **EXCEPTIONS TO SPECIFICATIONS**

Any exceptions to the specifications listed in this RFP, must be outlined in writing with the bid proposal. The City of Torrington Fire Department may choose to reject bids based on any exceptions. Any exceptions that make the SCBA non-compliant with NFPA 1981 "Standard on Open-Circuit Self-Contained Breathing Apparatus for Fire and Emergency Services" or will not allow the SCBA to be NIOSH CBRN certified NIOSH title 42, will result in the bid being rejected. **Any exceptions to specifications must be clearly stated at the time of bid.** Attach a memo to the bid proposals identifying all exceptions to the specifications and alternatives to the specification. In the absence of comment on a specific point, the bidder is required to furnish a totally compliant garment. Taking a blanket exception shall not be acceptable.

**Note:** The following specifications are a composite of competing manufacturers specifications. Therefore, bidders are required to carefully note each exception to the specification and include it with the bid proposal.

### **NUMBER OF ITEMS TO BE PURCHASED**

The City of Torrington Fire Department intends to purchase at a minimum:

- A. Fifty (50) complete SCBA Units.
  - A-1 Complete SCBA Units **shall** include:
    - backpack harness,
    - 45-minute bottle 4500 Psi,
    - Face piece.
- B. Fifteen (15) spare face pieces.

- C. Fifty (50) spare SCBA carbon wrapped cylinders 4500 PSI
- D. Two (2) RIC kit components listed in minimum specifications below
- E. Seventy (70) SCBA Mask storage bags
- F. Forty (40) SCBA carrying cases or bags for storing and transporting SCBA units.

### **EVALUATION PROCESS**

There will be an evaluation process that will be competitive in nature and will consider the following:

- A. Unit Price;
- B. Additional options (functionality, availability and pricing);
- C. Annual cost of operations (required maintenance, parts testing, cleaning supplies, etc.)
- D. Vendor presentations;
- E. Firefighter field performance evaluations;

### **TRAINING**

There will be required training for the field use of the SCBA units:

- A. Vendor shall supply initial training for field use of SCBA after delivery of all breathing apparatus and related components.
- B. Training will be scheduled in cooperation with successful vendor, but at the convenience of the City of Torrington Fire Department and will include a minimum of four (4) two-hour sessions to Torrington Fire Department personnel.
- C. Successful vendor shall certify a minimum of eight (8) City of Torrington Fire personnel to be repair technicians.

### **VENDOR PRESENTATIONS**

Each qualified vendor shall have a representative available to provide a presentation on their SCBA if requested. The date will be determined through the Deputy Chief.

### **SAMPLE SELF-CONTAINED BREATHING APPARATUS**

- A. Qualified vendors shall submit two (2) working SCBA units (exactly as specified) for evaluation by firefighters.
- B. SCBAs shall be delivered on the day the vendor is scheduled for presentation and left in the possession of the City of Torrington Fire Department for additional evaluation for a period not to exceed 30 calendar days. SCBAs submitted for evaluation will be returned after the evaluation period. Cost of delivery and pick up will be the responsibility of the vendor.
- C. The air packs maybe used in field evaluations such as fire ground evolutions, search and rescue drills, and live-fire training. The City of Torrington Fire Department will not be responsible for any damage and/or repairs to these SCBAs resulting from normal wear and tear during typical fire ground evolutions and/or operations.

### **Maintenance Agreement (Optional)**

- The vendor shall include five (5) years' worth of flow testing into the cost of the purchase.
- The vendor shall provide, as a line item option, the cost of a five (5) year renewable maintenance agreement. This agreement should cover the following:
  - A. Repair/Loaner equipment
  - B. Routine maintenance on all SCBA

Personnel performing the maintenance and repair should be currently certified factory authorized maintenance technicians and all parts that require replacement shall be manufacture certified replacement parts. All records of SCBA system maintenance and repairs shall remain current and up-to-date. All replacement parts shall be compliant with current NFPA 1852 standards, unless authorized by the Torrington Fire Department. The agreement should cover the cost of labor only. It

is highly preferred that all flow testing can take place on site at Torrington Fire headquarters, 111 Water Street, Torrington CT, 06790

**Written Explanation**

Vendor shall provide written explanation as to why they are not able to meet the requirements of the RFP and what their options are.

**Delivery of SCBA**

Torrington Fire Headquarters  
111 Water Street  
Torrington CT, 06790

**Trade-In Allowance**

The vendor shall provide an actual value on the trade-in of the following:

- 30 In service SCBA packs
- 40 SCBA Bottles

**The city reserves the right to not trade-in any/all air packs.**

**SCOPE OF WORK:**

- All vendors shall provide a lease and maintenance package with 5 -7-10 year(s) option.
- Must be signed by an official authorized to bind the firm to its provisions.
- Vendors shall provide a demo unit with complete equipment requested in the specifications to City of Torrington Fire Department.
- Vendors shall provide a straight number on the cost of the proposal without any financing package.
- Vendors shall present numbers for each option as desired by the City of Torrington.
- The City of Torrington reserves the right to mix and match options and build air packs in accordance to desired options.

**Self-Contained Breathing Apparatus Specifications**

Product specifications for Self-Contained Breathing Apparatus (SCBA) for use during structural firefighting, confined space rescue, hazardous materials operations, and other operations where self-contained breathing apparatus are required.

**Purpose and Scope**

This specification is intended to define the minimum requirements for self-contained breathing apparatus for firefighters involved in operations at emergency incidents including structural firefighting, confined space rescue, and hazardous materials operations. In absence of comment of particular points, industry standard practices will be presumed to prevail. Workmanship, quality, and materials shall be of the highest standard throughout. Any substitutions or deviations from the specifications must be clearly documented in writing and submitted at the time of submission of the bid. Bids submitted shall include unit price and totals for each item listed to allow for adjustment in the total items to meet the Department's needs and budget.

**Applicable Publications**

The applicable standards publications that apply to this specification include NFPA 1981, 2002 edition, NFPA 1971, NFPA 1500, all applicable ANSI, OSHA, NIOSH, EMTA, and any other pertinent standards that apply to the manufacturer, sale, or use of Self Contained Breathing Apparatus.

**Requirements**

Bidders shall submit bids with itemized part numbers, prices per unit and total for each item specified. Bid prices must include F.O.B. delivery to Torrington Fire Department, 111 Water Street, Torrington,

CT 06790, freight prepaid and allowed. Actual items and quantities may vary with the final order depending upon available funds.

### **Manufacturer Warranty**

The manufacturer shall supply at a minimum their standard warranty for all equipment and components bid. The warranty offered will be a consideration in bid award.

The manufacturer shall further certify at the time of bid that the SCBA covered by this specification shall be of the type using compressed air and shall be tested and certified by the National Institute for Occupational Safety and Health (NIOSH), 42 CFR 84 sub-part H, for 30 and 60 minute rated service life. The apparatus shall be compliant with all requirements of the National Fire Protection Association's (NFPA) 2002 edition of NFPA 1981 Standard on Open-Circuit Self-Contained Breathing Apparatus. The manufacturer shall also provide an up-grade plan for anticipated changes to the NFPA standard in the 18 months following the submission of bids. The apparatus shall be compliant with all applicable requirements of the Mine Safety and Health Administration (MSHA). The SCBA shall be designed to be charged with breathing air according to CGA-G7.1-type 1, grade D and Department of Transportation (DOT). The SCBA units bid shall meet the CBRNE standard for chemical agent break through. The SCBA shall comply with all specifications stated.

### **SCBA Maintenance and Training Program**

The bidder shall include a written description of the proposed training curriculum for operations personnel to receive the program including an outline of the course content, audio-visual support (video or DVD) and direct teaching support from the manufacturer. All necessary training shall be conducted at specified Torrington Fire Department training site(s).

### **Support**

The manufacturer shall provide the equipment and personnel necessary to complete the initial fit test of all applicable Torrington Fire Department personnel, prior to the change-over date to be determined by the Torrington Fire Department. The fit test procedure shall utilize the TSI Porta Count Fit Test Machine Model #8020, or approved equal, in compliance with OSHA standard CFR 1910.134. The manufacturer shall provide an approved SCBA/CCBA face-piece and nose cup to fit all applicable Fire Department personnel.

The manufacturer shall provide overhaul and maintenance training for 6 to 10 specified Fire Department personnel. The bidder shall also include a written description of the proposed training curriculum for specified fire department personnel for repair and inspection of all SCBA/CCBA equipment and related components including course content, outlines, audio-visual support, and direct teaching by qualified staff from the manufacturer. Torrington Fire Department repair personnel must be trained to the highest certification level.

### **Preparation For Delivery**

The bidder shall supply a plan for the delivery, inventory, recording, training and implementation of the change over to the new units upon delivery. Due to the nature of the Fire Department's responsibility and response requirements, it is required to complete the change over to the new SCBA units within one shift after the training on the new units is complete. The bidder shall supply additional assistance to do a complete change over to the new SCBA during one shift.

### **SUBMITTALS:**

Responses must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.

1. Respondent Information
2. Similar Project Experience
3. Personnel Qualifications

**4. Client References**

Provide at least three references, including contact name, address, phone numbers, and project summary where similar services have been completed.

**5. Services Expected of the City**

Identify the nature and scope of the services that would be generally required of the City in your undertaking of this project.

**6. Required Forms**

Non-Collusion Affidavit, Appendix A - E and any additional forms the City may require

**7. Additional Information**

Provide any additional information about your firm that is relevant to this RFP that you believe will assist the City in making its selection.

**8.** Unless otherwise stated in the specifications, the City reserves the right to award the contract in whole or in part, whichever is in the best interest of the City. All tie bids shall be resolved in a manner which is in the best interest of the City.

**9.** Each bid proposal must be accompanied by a certified check, cashier's check, or bid bond in the amount of five percent (5%) of the total bid, made payable to the City of Torrington, as a guarantee that the successful bidder will promptly execute a satisfactory contract. Each bid must be clearly identified on the outside of an envelope as "**SCB-022-070116, SELF-CONTAINED BREATHING APPARATUS -**" and shall show the name and address of the bidder. If the bid is sent by mail the sealed envelope shall be enclosed in a separate mailing envelope with the notation "Sealed Bid Enclosed" on the face thereof. Specifications and proposal forms are available from the City Purchasing Office at no charge.

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.



**APPENDIX A**

**Technical Specifications**

<b>Technical Requirements: <u>SCB-022-070116</u></b>	<b>Yes</b>	<b>NO</b>	<b>Exception</b>
<b>1. General Requirements</b>			
1.1 SCBA shall be open circuit type and certified jointly by the National Institute for Occupational Safety and Health (NIOSH) and the Mine Safety and Health Administration (MSHA).			
1.2 SCBA and all its components shall be certified compliant with all requirements of the National Fire Protection Association (NFPA) standard 1981-2013 Edition			
1.3 SCBA shall be 4500 psi or greater.			
1.4 The SCBA manufacturer shall be responsible for all recall notifications and making repairs to each SCBA involved in the recall.			
1.5 Factory labeling of SCBA backpack/harness and air cylinders to identify ownership and to include Torrington Fire inventory numbering system			
1.6 The SCBA shall be compliant to the NFPA 1982, 2013 Edition, Standard on Personal Alert Safety Systems (PASS).			
1.7 The SCBA shall be approved to NIOSH 42 CFR, Part 84 for chemical, biological, radiological and nuclear protection (CBRN).			
<b>2. SCBA Back frame and Harness</b>	<b>Yes</b>	<b>NO</b>	<b>Exception</b>
2.1 The back frame shall be made of a fire retardant high temperature polymer or metal which shall have exceptional resistance to high heat, environmental stress, and cracking, constructed to protect pneumatic system.			
2.2 The right and left shoulder straps shall be constructed of Kevlar material. Two-inch pull straps shall be fitted to harness to allow adjustment even with gloved hands The shoulder straps and waist belt shall be designed so the majority of the weight of the SCBA unit is carried on the wearer's hips. All straps and buckles shall be able to be operated by a firefighter in full personal protective equipment including firefighting gloves. The fully padded shoulder straps shall have large metal parachute type web adjusters for quick adjustment of the straps by a firefighter in full personal protective equipment including firefighting gloves.			

2.3 The harness shall have sleeves with reflective graphics for the routing the pneumatic hoses and electronic cables. The SCBA harness shall be constructed using an aramid fiber such as Nomex/Kevlar or PBI/Kevlar blends. The harness, associated webbing, and thread shall have resistance to chemical degradation and heat in accordance to NFPA 1981 2002 edition and the CBRNE certification.			
2.4 The universal cylinder band assembly shall be adjustable in the field to accommodate all sizes of cylinders without the use of tools The harness assembly shall have an adjustable, padded waist belt with an all-metal seat belt type quick release buckle for right and left sides of the waist belt connector. Adjustment of the waist belt shall be accomplished by pulling on one or both of the free ends of the webbing at each side of the waist belt at the adjuster in a forward pulling motion. The waist belt adjusters shall be of the same design and contour as the shoulder strap adjusters. The waist belt shall have a holder provided for the mask mounted regulator when it is not connected to the face-piece.			
2.5 Cylinder changes shall be made without removing cylinder band			
2.6 All SCBA manufactures cylinders shall mount easily onto the back frame			
2.7 The back frame shall have two side handles and one top handle that are accessible with a glove hand			
2.8 Shoulder harness shall include large loop style buckles for use with gloved or non-gloved hands			
2.9 Buddy lights located on Back plate for improving			
<b>3. Face piece &amp; regulator</b>	<b>Yes</b>	<b>NO</b>	<b>Exception</b>
3.1 <b>Face piece</b> shall be a full facemask that covers the wearer's nose, mouth and eyes			
3.2 The <b>face piece</b> shall have a large diameter inlet that allows the regulator to be fully connected and disconnected from the SCBA face piece			
3.3 SCBA shall have allowance for a <b>face piece</b> -mounted regulator. Change over from breathing ambient air to SCBA air shall be accomplished with one hand, by connecting and disconnecting the second stage regulator from the mask. This shall not in any way void the NIOSH/OSHA certification of the SCBA.			
3.4 The <b>Regulator</b> shall be connected and held by either a "quarter turn" or "Push to Connect" style.			
3.5 SCBA or face piece shall have an allowance for electronic speaking amplified voice to communicate clearly.			
3.6 The facemask shall be available in at least three sizes, with a protective bag for storage			

3.7 The <b>face piece</b> visor shall be one piece and constructed of an impact resistant polycarbonate material in a double curve design; it shall be optically correct and have permanent anti-fog and hard coating on the visor. The visor shall be tested to and pass the NFPA Radiant Heat Test.			
3.8 The <b>face piece</b> shall accommodate a light display or heads-up display			
3.9 End of service light display or heads-up display shall indicate low cylinder at 33% of full level, low battery status, PASS pre-alarm, and alarm conditions.			
3.10 <b>Face piece</b> shall be capable of water submersion for cleaning and disinfection.			
3.11 <b>Face piece</b> shall offer open port breathing while using an inhalation check valve to virtually eliminate potential cross contamination.			
3.12 <b>Face piece</b> shall have exhalation valve that is able to be serviced without special tools.			
3.13 <b>Face piece</b> shall have three head harness options constructed of flame / heat resistant assembly: 3.13 4 Pt adjustable Head Harness (highly desired) 3.14 5 Pt adjustable harness			
3.14 <b>Regulator</b> shall have a “Quick disconnect” air supply hose that terminates on the left shoulder in front of the user.			
3.15 The <b>face piece</b> shall be able to be separated from the second stage regulator.			
3.16 Each regulator shall have a “quick disconnect” hose that shall be a minimum of 20” long that comes off the left shoulder strap.			
3.17 Face piece Heads-Up Display (HUD) - All complete SCBA units shall be equipped with at least one heads-up display. The heads-up display shall be activated with no further procedures than those required to activate the SCBA breathing system. The heads-up display shall provide a visual display of information and system condition status for at least the cylinder air pressure. The heads up display shall be located ±5 inches in any direction as measured from the center of the face piece lens. The heads-up display shall be visible to the SCBA wearer regardless of the wearer’s head movement.			
<b>4. Cylinder and Cylinder Valve</b>	<b>Yes</b>	<b>NO</b>	<b>Exception</b>
4.1 All cylinders are to be approved by the United States Department of Transportation (USDOT) regulations, provisions, and exemptions that apply to the fire service usage of compressed air cylinders.			

<p><b>4.2</b> Cylinders with 4500 psig operating pressure must be available in 45 and 60 minute durations and shall be the lightest weight possible approved by USDOT. Bidder shall provide the weight of the bottle.</p>			
<p><b>4.3 Cylinder</b> valve assemblies shall contain a safety relief device. The cylinder valve shall contain a protected gauge visible from both sides The cylinder valve outlet shall be constructed in accordance with Compressed Gas Association's (CGA) connections No. 347. The cylinder valve shall be a "fail open" type including a pressure gauge indicating cylinder pressure at all times. The pressure gauge shall be visible and readable even in low light conditions from the backsides of the cylinder with a face piece on. The cylinder valve shall include an upstream disc safety relief valve and a hand wheel designed to reduce the risk of accidental closing of the valve during use. The cylinder valve shall be operable by a firefighter in full personal protective equipment including firefighting gloves with one hand.</p>			
<p><b>4.4</b> Delivered cylinders more than 90 days past their manufacture date will not be accepted</p>			
<p><b>4.5</b> Cylinders shall be a lightweight, composite type cylinder consisting of an aluminum liner with a total overwrap of carbon fiber, fiberglass and an epoxy resin All cylinders shall be of carbon fiber construction. All cylinders shall be USDOT approved at the time of bid. There must be a glass fiber layer or other material covering the entire surface of the cylinder for the protection of the carbon fiber material. The cylinder shall have a minimum 15-year guaranteed lifetime. Cylinders shall be new and currently dated at the time of delivery. Cylinders delivered more than 6 months past their manufacture date will not be accepted. All cylinders must be provided with a reflective strip with Bloomington Fire Department logo as an integral part of the cylinder wrap, add on or glued on stickers are not acceptable.</p>			
<p><b>4.6</b> Cylinder valve shall have the option to incorporate CGA thread that can be converted to quick connect cylinder without special tools.</p>			
<p><b>4.7 Cylinder Truck brackets</b> All cylinders need to be checked that the current apparatus brackets will receive them. The bidding vendor shall check to see if existing brackets will be compatible with 45-minute bottle. Currently the department uses 4500 PSI 30-minute bottle. In the event the vendor finds the brackets incompatible, the vendor shall provide include a price for upgrading the brackets all necessary apparatus. The price shall include labor and materials.</p>			

<p><b><u>5. Emergency Buddy Breathing Support System</u></b> The Dual Emergency Breathing Support System (EBSS) shall be approved to NIOSH 42CFR, Part 84 and NFPA 1981, 2013 Edition</p>	<b>Yes</b>	<b>NO</b>	<b>Exception</b>
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The Dual EBSS shall have one of each of the following requirements; A. Female socket and male plug, both of which have Check valves B. Thirty-six (36) inch minimum low-pressure hose, C. A place for storing the hose, and D. A cover for the female socket and male plug			
<b>5.1.</b> All hoses, fittings and supplies necessary for Buddy Breathing shall be included and mounted to each SCBA. Buddy breathing hoses shall be at least 36" in length.			
<b>5.2.</b> Each SCBA shall be capable of operating while drawing air from a low pressure airline.			
<b>5.3</b> The battery life of the SCBA with PASS only shall be no less than 200 hours.			
<b>5.4</b> The PASS system and firefighter locator stem shall operate from a single power source containing six "AA" batteries.			
<b>6. RIC Kit</b>	<b>Yes</b>	<b>NO</b>	<b>Exception</b>
<b>6.1</b> Two (2) Rapid Intervention Air Rescue Packs			
<b>6.2</b> Four (4) One Hour Bottles @ 4500 PSI			
<b>6.3</b> 6' High pressure hose with URC fittings			
<b>6.4</b> Fittings / adaptor to connect to URC to second stage			
<b>7. Firefighter Locator System that is Integrated into the PASS</b>	<b>Yes</b>	<b>No</b>	<b>Exception</b>
<b>7.1</b> When the PASS is manually activated, the firefighter locator system shall immediately emit a signal to be received by a separate hand-held receiver.			
<b>7.2</b> The system shall utilize a signal to provide the best path to a "downed" firefighter.			
<b>8. Warranty, service, and maintenance requirements:</b>	<b>Yes</b>	<b>No</b>	<b>Exception</b>
<b>8.1</b> The warranty shall cover the entire air pack for a period of no less than 15 years, which includes the pressure reducer and all Electronics, Speaker Amp, HUD, back frame, pneumatics components individual			

8.2 Warranty statement must include defined amount of warranty coverage on each component, accessory and optional piece of equipment.			
<b>Service &amp; maintenance</b>			
8.4 Bidder must be licensed and insured and have a service, repair, and warranty facility located in the State of Connecticut.			
8.5 Bidder must have road technicians trained to fix issues with SCBA units and be able to respond to Torrington Fire headquarters within 48 hours of notification.			
8.6 Bidder must be capable of performing on site annual flow testing at Torrington Fire Department locations.			
8.7 Bidder must supply basic field level service training to fire department members who will be announced at a later date.			
8.8 Successful bidder shall provide annual flow testing for the first three years. The price shall be included into the bid. This will include all (50) fifty SCBA units. The date will be determined upon the units being placed into service.			
<b>9. Miscellaneous</b>			
	<b>Yes</b>	<b>NO</b>	<b>Exception</b>
9.1 PASS device shall be on the right shoulder.			
9.2 There shall be an LED light illuminating the Universal Air Connection			
9.3 The regulator shall be on the left shoulder.			
9.4 There shall be an "OHD" three (3) year calibration / maintenance service contract for the respirator fit testing system.			
<b>10. Trade In Value</b>			
10.1 The Torrington Fire Department currently has SCOTT Airparks that date back to 2000. Bidder to give a Trade-in Value on the following: <b>30 SCOTT Air Packs with maximum of 465, 30 SCBA cylinders and 30 SCBA Masks. (The city reserves the right to not trade-in any/all air packs.)</b>			

**APPENDIX B**

**BID PRICING SHEET – REQUIRED BID LIST**

**FIRE DEPARTMENT SCBA**

**Quantities Requested**

<b>Description</b>	<b>Quantity</b>	<b>Cost per unit</b>	<b>Total Cost</b>
<b><u>Complete SCBAs</u> Complete SCBA Units shall include: 1. backpack harness, 2. 45-minute bottle 4500 3. One Face piece</b>	<b>50</b>		
<b>Spare SCBA Cylinders 4500 psig, 45 minute rated, low profile, carbon wrapped cylinder.</b>	<b>50</b>		
<b>Voice Amplifiers, one per each SCBA unit.</b>	<b>52</b>		
<b>Extra SCBA Face piece</b>	<b>15</b>		
<b>Mask Bags</b>	<b>70</b>		
<b>SCBA Bags / Cases</b>	<b>40</b>		
<b>Spectacle Kits</b>	<b>20</b>		
<b>Factory Labeling of SCBA cylinders</b>	<b>100</b>		
<b>Factory labeling of SCBA Packs</b>	<b>52</b>		
<b>Emergency Air Supply System (RIT Pack)</b>	<b>2</b>		

**APPENDIX C**

**Spare Parts**

<b>Qty</b>	<b>Description</b>	<b>Price Each</b>	<b>Total price</b>
	The manufacturer shall provide enough parts and maintenance supplies to repair SCBA's in order for them to be put back into service by Torrington Fire Department trained personnel.		
<b>8</b>	Second Stage regulators		
<b>8</b>	Sets of straps-Waist, shoulder, and lumbar pads.		
<b>2</b>	PASS Modules		
	The manufacture shall provide a complete parts list with the prices for the SCBA, face piece, and cylinder. This shall be included in the bid.		
<b>10</b>	Spare lenses with any hardware needed for a lens replacement.		
<b>10</b>	Head Sets		



**Appendix D      Optional Items for Consideration**

The City of Torrington Fire Department has identified the following options that will be considered in addition to the minimum specifications. Additional options **will** be considered in the evaluation process given they fall within the available budget for the project. The vendor may choose to offer any, all, or none of the options within their bid proposal.

	<b>Item Description</b>	<b>Estimated Quantity</b>	<b>Per Unit Price</b>
<b>A</b>	Rescue Belt with 75' of rope/cord may be substituted for the waist strap. Rescue belt shall take place of waist belt. Rescue belt shall include 75' of rope/cord, anchoring device, friction device, means of attaching cord/rope to belt, belt with positive latching device to use as waist strap for SCBA, and bail out system. All rope and hardware shall be compliant with NFPA 1983	<b>12-50</b>	
<b>B</b>	Voice amplification system that is included in SCBA mask with remote speaker and or radio interface to portable radio to allow ease in communication. Bluetooth capability is preferred.	<b>12-50</b>	
<b>C</b>	Factory labeling of SCBA backpack Harness and air cylinders to identify ownership and to include Torrington Fire Department numbering system. Torrington Fire Department logo shall be applied to each bottle and be part of the cylinder wrap. Added or glued on stickers will not be acceptable.	<b>50 SCBA Units 100 SCBA Cylinders</b>	
<b>D</b>	Accountability system / inventory management system, to include base station, tags, tag reader / writer and software. Setup for three base Stations.		
<b>E</b>	Portable radio compatible with Bluetooth capability and voice amplification system. May be APX Motorola or Kenwood.	<b>12-50</b>	
<b>F</b>	Rechargeable batteries capable of supplying power to all of the electronic components of the SCBA. Three chargers	<b>100</b>	
<b>G</b>	Occupational Health Dynamics "OHD" Quantifit Respirator Fit testing system, P/N-9519-4000. Include fit-track software, keyboard, and carrying case. "OHD" three (3) year calibration maintenance service contract. P/N-SERP-9519-4010/3	<b>1</b>	
<b>H</b>	One (1) Confined Space Air cart with hoses.	<b>1</b>	

## APPENDIX E – FINANCIAL PROPOSAL

Proponents must submit a complete financial proposal that includes firm pricing valid for 90 days past the submission date to complete all of the SCBA Equipment requirements, including: labor, material, equipment, freight/shipping charges and all other associated costs required to supply and deliver the subject items.

**A) BASIS OF PAYMENT**

The firm unit prices and discounts proposed for the good specified in this Request for Proposal shall serve as the basis of payment for same in any resulting contract for the purchase thereof.

**B) PRICE SCHEDULES**

The City is seeking three (3) or more options to procure new SCBA units and related components. 5, 7 and 10 Year Lease(s), and Purchase Prices should be included. Lease to own is the preferred method of procurement.

**Note: The Quantities are estimated and the City will determine the actual number when awarding the contract. The City reserves the right to alter the quantities with pricing adjusted accordingly.**

My proposal to provide Lease/Maintenance Self-Contained Breathing Apparatus (SCBA) and Related Components is as follows:

Outright Purchase		
	Annual Lease Cost	Total Lease Cost
Five Year Lease Cost:		
Seven Year Lease Cost:		
10 Year Lease Cost:		
Delivery ETA		

## Vendor Questionnaire & Information Request

1. List three current customers (Fire Departments) currently using the product line that you are proposing from within the State of Connecticut. A minimum of one must be a career fire department with an organized local affiliated with the IAFF.

<b>Department Name</b>	
Number of Years they have been a customer	
Name/email of contact person	
Phone number of contact person	

<b>Department Name</b>	
Number of Years they have been a customer	
Name/email of contact person	
Phone number of contact person	

<b>Department Name</b>	
Number of Years they have been a customer	
Name/email of contact person	
Phone number of contact person	

2. The vendor shall provide a **detailed** summary of all **required** annual maintenance including a cost estimate for the first year for the product you are bidding.
3. The vendor shall provide a **detailed** summary for the product you are bidding regarding **any and all** scheduled and required maintenance annually for ten (10) years.
4. Provide a **detailed** summary for the product you are bidding of any and all scheduled and/or required maintenance in addition to the annual maintenance above.
5. How many hours of training are required for repair technician certification?
6. How long is the repair technician certification valid?
7. Manufacturer shall provide documentation regarding operational weight of SCBA, including face piece, bottle and backpack harness.
8. Qualified vendors shall submit two (2) working SCBA units (exactly as specified) for evaluation. If the vendor chooses to include any options one of the two SCBAs shall include all of the

proposed options. SCBAs shall be delivered on the day the vendor is scheduled for presentation and left in the possession of the City of Torrington Fire Department for additional evaluation for a period not to exceed 14 calendar days. SCBAs submitted for evaluation will be returned after the evaluation period. Cost of delivery and pick up will be the responsibility of the vendor. The air packs may be used in field evaluations such as fire ground evolutions, search and rescue drills, and live-fire training. The City of Torrington Fire Department will not be responsible for any damage and/or repairs to these SCBAs resulting from normal wear and tear during typical fire ground evolutions and/or operations.

- 9.** Vendor shall supply initial training for field use of SCBA after delivery of all breathing apparatus and related components. Training will be scheduled in cooperation with successful vendor, but at the convenience of the City of Torrington Fire Department and will include a minimum of four (4) two- hour sessions with a date to be selected.
  
- 10.** Successful vendor shall certify City of Torrington Fire personnel to be repair technicians. Any training cost shall be itemized and included as part of the bid proposal (see PRICE SUMMARY FOR ADDITIONAL PARTS, TESTING EQUIPMENT, SERVICES AND TRAINING).

**STATEMENT OF REFERENCES**  
**RFP # SCB-022-070116**  
**SELF CONTAINED BREATHING APPARATUS (SCBA)**

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: \_\_\_\_\_

**CITY OF TORRINGTON**  
**RFP #SCB-022-070116**  
**SELF CONTAINED BREATHING APPARATUS (SCBA)**  
**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.

\_\_\_\_\_