

INSTRUCTIONS TO BIDDERS

Sealed bids will be received by the Purchasing Agent, Room 109A, 140 Main St., Torrington, CT until the time and date specified on the cover sheet and opened thereafter. Bids received later than the time specified will not be accepted. 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 over the Internet on the City's web site, under the Purchasing Department's open bids page, www.torrington-CT.org Businesses without Internet Access may contact the Purchasing Department at 860-489-2224 for the bid documents.

BID BONDS: shall be in the amount of 5% of the total bid made out in favor of the City of Torrington and issued by a Surety company acceptable to the City of Torrington must accompany each bid. A certified check, cashier's check, Treasurer's check, or money order in the same amount may be submitted in lieu of the bid bond. Bids submitted without Certified Check or Bid Bond will not be accepted. On-line bid submission requires a bid bond be received at the Purchasing Office prior to the time of bid opening. 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, must have the bid number clearly identified on the outside of the envelope. Bidders not marking the envelopes with the Bid number and date/time of opening on the envelope will have no recourse against the City of Torrington or its employees. Such bidders run the risk of the bid being opened prior to the scheduled Bid Opening time. Once opened such bids are public record. Any alleged oral agreement made by a bidder or contractor with any agency or employee of the City of Torrington will be disregarded.

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

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

IDENTICAL BIDS: 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.

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.

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 Offeror.

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

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

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

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

condition, and/or language/wording will apply to the degree applicable, even though an addendum is not issued.

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

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

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

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 agents' 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. The City of Torrington or its designated agent will discard items remaining longer than 30 days at the City of Torrington.

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 three (3) 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, Bank Check, Savings Account in both the City & Vendor's name or Letter of Credit

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

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

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

INSURANCE:

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

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

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

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

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

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

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

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

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 hereunder 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, 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.

igned _____

Title _____

Subscribed and sworn to before this _____ day of _____, 20____.

Notary Public

My commission expires _____

SAMPLE FORM

BID # _____

**CONSENT OF SURETY COMPANY
TO RELEASE FINAL PAYMENT**

- City
- Architect
- Contractor
- Surety
- Other

PROJECT/BID NUMBER :

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

CONTRACTOR: _____

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

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

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

Subscribed and sworn to before this
_____ day of _____, 20__.

Notary Public

Surety Company

Authorized Representative's Signature

My commission expires _____

Title

TURNOUT GEAR SPECIFICATIONS

PURPOSE AND SCOPE

The City of Torrington is soliciting a bid for Firefighter Turnout Gear. The bid award is expected to occur in May 2005 pending the appropriation funds.

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

On or about July 30, 2005 the vendor shall deliver 10 sets of turnout gear to the Torrington Fire Department.
On or about July 30, 2006, the vendor shall deliver 5 sets of turnout gear to the Torrington Fire Department.
On or about July 30, 2007, the vendor shall deliver 5 sets of turnout gear to the Torrington Fire Department.
On or about July 30, 2008, the vendor shall deliver 5 sets of turnout gear to the Torrington Fire Department.
On or about July 30, 2009, the vendor shall deliver 5 sets of turnout gear to the Torrington Fire Department.

The vendor will coordinate with the Deputy Fire Chief to determine the exact sizes, lettering, date of delivery, etc. Each year's allotment of gear will be delivered in a single delivery.

The vendor will invoice the City of Torrington after each year's delivery is complete.

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.

SAMPLES

Bidders may be asked to provide a sample of one complete set of turnout gear essentially identical to that proposed for consideration under this bid for City officials to review for workmanship and quality. See *Instructions to Bidders* for City's return policy.

CERTIFICATION AND WARRANTY

The turnout gear manufacturer must certify the proposed gear meet or exceed all requirements of NFPA #1971 (latest edition). Manufacturer must also list & label the gear with Underwriter's Laboratories as the third party certification organization prescribed in NFPA 1971 (latest edition)
Certification shall include the areas of limited protection resistance from blood borne pathogens as follows: Coat shall provide limited protection to the upper torso including the arms but excluding the head and neck interface area and the hand and wrist interface area. The pant shall provide limited protection resistance to the lower torso including the legs but excluding the foot and ankle interface area. The coat and pant overlap shall provide limited protection resistance to the coat/pant interface area. When utilized with the appropriate gloves, helmets and boots, the coat with chinstrap folded and pant design shall also be capable of providing certified blood borne pathogens protection to the neck, wrist, and ankle interface areas. Manufacturer must also include a written statement of lifetime warranty terms and conditions with the bid package. Manufacturer must provide upon request, third party certification of the required interface blood borne pathogen resistant capability.

Does your bid comply with this section? Yes _____ No _____

LABELS

Labels shall be permanently and integrally printed to meet all the labels requirements of NFPA Standards 1971 (latest edition), including NFPA vertical flammability tests. In addition, each separable layer shall be labeled with the FEMSA (copyrighted) warning label in an obvious location.

Labels shall include the following information:
Compliance with NFPA Standard 1971, latest edition

Underwriters Laboratories classified mark
Manufacturer's name, address and garment identification number
Date of manufacture
Size
Fiber content
Tracking Bar Code or equivalent

Total Fire Groups Tracking Software or similar system, including training in its use, shall be provided to track cleaning and repair of each piece of the turnout gear.

Does your bid comply with this section? Yes _____ No _____

CARE INSTRUCTIONS

Successful bidder shall provide an Official User Information Guide with each set of turnout gear. The guide shall be in compliance with all NFPA guidelines including, but not limited to: User Cautions, Repairs/Customer Changes, Warranty Information, Size, Fit, and Protective Overlap Requirements, Safety Considerations, Storage Conditions, Decontamination Considerations, Retirement Considerations, etc.

Does your bid comply with this sections? Yes _____ No _____

TRACEABILITY PROGRAM

Successful bidding manufacturer to complete traceability from receipt of raw materials through to finished goods. A production traceability code must be recorded on the garment label and other protected areas of the garment.

Does your bid comply with this section? Yes _____ No _____

PATENT CONSIDERATIONS

Seller agrees to defend Buyer at Seller's own expense, in all suits, actions or proceedings in which Buyer is made a defendant for actual or alleged infringement of any USA or foreign letters patent resulting from Buyer's use of the good purchased as a result of this Invitation to Bid. Seller further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action, or proceeding against the Buyer.

Seller agrees to indemnify and hold harmless the Buyer from any and all licenses, royalty and proprietary fees or costs, including legal costs, which may arise out of Buyer's purchase and use of goods supplied by Seller.

It is expressly agreed by Seller that these covenants are irrevocable and perpetual.

Does your bid comply with this section? Yes _____ No _____

FLAMMABILITY OF CONSTITUENT MATERIALS

Labels, bindings, hang up loops and production labels shall be tested for flame resistance and shall comply with NFPA 1971 (latest edition) vertical flammability testing.

Does your bid comply with this section? Yes _____ No _____

STANDARDS

All proposed turnout gear must be constructed and tested in accordance with the following standards.

| | |
|---------------------------------------|--|
| NFPA 1971 (latest edition & revision) | Firefighters Protective Apparel |
| 29CFR1910.156 | Occupational Safety & Standards: Fire Brigades |
| FED-STD-191-A | Textile Test Methods |
| FED-STD-311 | Leather, Methods of Sampling & Testing |
| FED-STD-751 | Stitches, Seams & Stitching |

SPECIFICATIONS

Any proposed turnout gear must be constructed in accordance with the following manufacturing specifications.

| | |
|-------------|--|
| NUL-B-286 | Button, Tack & Tack Button |
| NEL-C-10750 | Coat, Firemen's |
| NHL-C-43774 | Cloth, Aramid, Plain Or Rip-Stop Weave |
| NHL-F-10884 | Fasteners, Snap |

MIL-T-441 00
NEL-T-83193
NEL-T-3091
GRF-KKL-271

Fastener Tapes, Hook & Pile, Synthetic
Thread, Aramid, Spun
Trousers, Firemen's
Leather, Cattle hide, Strap Vegetable Tanned

Does your bid comply with this section?

Yes _____ **No** _____

REPAIRS/ALTERATION SUPPORT

Successful bidder shall provide, free of charge, the pickup and delivery of gear for cleaning and repair. The Torrington Fire Department will make every effort to request cleaning and repair in lots of five (5) or more sets of turnout gear. Contractor shall, when necessary, provide cleaning and repair in lots less than five (5) sets. A minimal pickup and delivery charge of \$25.00 will be permitted when lots sizes are less than five (5) sets. The total cost of the bid proposal shall include cleaning of each set of turnout gear at least two times per year but may be more often if so recommended by the manufacturer to obtain the maximum life span of the gear. The semi-annual cleaning and repairs for each set of gear must correlate with the proposed tracking system. A bar coded label on both the pants and coats of each set of gear, with the associated software, is the preferred tracking system.

The proposal shall include manufacturer's documentation regarding the maintenance required to obtain the maximum life of the turnout gear. The maintenance program shall comply with the manufacturer's recommendation, but not cleaning shall not be less than twice each year.

Does your bid comply with this section?

Yes _____ **No** _____

COATS

OUTER SHELL

7.5 oz. PBI or better. The outer shell shall be constructed of 40% PBI/60% Kevlar, with an approximate weight of 7.5 oz. per square yard, shall be of Rip-Stop weave construction, and treated with a water repellent finish or equivalent fabric. Color of fabric shall be gold, bronze or similar as approved by the Torrington Fire Department.

Does your bid comply with this section?

Yes _____ **No** _____

MOISTURE BARRIER

The moisture barrier shall be constructed of an CX-Caldura/Crosstech Nomex IIIA Aramid blend base cloth laminated with a micro porous breathable Teflon film (Gore-tex) or equivalent.

All moisture barrier seams shall be sealed with a minimum 7/8" wide heat sealing tape. One side of the tape shall be coated with a heat activated glue adhesive.

Does your bid comply with this section?

Yes _____ **No** _____

THERMAL INSULATING LAYER

The thermal liner shall be constructed of Ultraflex high strength slippery multifilament Nomex facecloth with Aramid Kevlar batting or equivalent. Color to be Silver Green or equivalent.

Does your bid comply with this section?

Yes _____ **No** _____

STITCHING AND THREAD

All thread to be Nomex of minimum TEX 50 24/4 size or equivalent. To provide for maximum seam durability, there shall be no joined stitching between seam lines. For optimum seam strength, there shall be a minimum of 8 to 10 stitches per inch on all major and minor seams.

Does your bid comply with this section?

Yes _____ **No** _____

OUTER SHELL/LINER ASSEMBLY ATTACHMENT

The liner shall be secured to the outer shell. A system that allows for quick and consistent interchangeability of the liners and shells of the same size, thus improving the longevity and utilization of the coat ensemble. The coat collar, which is attached to the liner assembly, shall interface with the annular neck tab on the outer shell. A hanger loop of

Nomex tape or equivalent shall be provided at the collar/liner interface.

Does your bid comply with this section?

Yes _____ **No** _____

REFLECTIVE FLUORESCENT TRIM

The coat trim shall be attached with a fire retardant thread imbedded in an abrasion cording to reduce separation of trim from the garment. The coat trim configuration shall be Project Fire/Lime/Silver Scotchlite or 4" NYC Reflexite Triple Trim with a minimum CIL of 270. The trim shall be Scotchlite II -lime/silver or equivalent Triple Trim (L/Y borders with silver center).

Trim Configuration

High Visibility Configuration - 4" wide stripes - around the bottom of the jacket within 1 inch of the hem, around the upper back and chest area, around each sleeve below the elbow. Also, two vertical 4" wide stripes that run down the back of the coat, mid shoulder area to the bottom hem stripe.

Lettering - 3" Lime Scotchlite Sewn Letters on tail of coat. The lettering will identify the firefighter's name by first initial/last name. 3" Lime (or equivalent) Scotchlite Sewn Letters on the back patch (T.F.D.). Style and placement to match existing turnout gear.

Does your bid comply with this section?

Yes _____ **No** _____

BODY

The body of the shell shall be constructed with a pleated back design or shaped so as to enhance body movement. There shall be no exposed raw edges. All areas requiring additional reinforcement, including, but not limited to, pocket corners, pocket flaps, and storm flaps, shall be bar tacked.

An additional layer of outer shell material shall be used to provide added thermal protection to the yoke and shoulder area. This material shall extend from back shoulder seam to back shoulder seam and approximately 8½" down the back from the collar interface tab. This additional layer shall be stitched into the body of the outer shell. A layer of breathable moisture barrier fabric shall be sewn inside the front panels of the outer shell at the front closure to provide additional moisture resistance/thermal protection. The inside edge of the outer shell shall be finished with FR Neoprene-coated binding tape and there shall be a ¾" wide Nomex tape sewn to the base of the annular tab for use as a hanger loop.

The length of the outer shell shall be approximately 32" as measured from the base of the annular neck tab at the center back to the bottom hem. For firefighters over 6'1", this measurement shall be approximately 35" from the base of the annular neck tab at the center back, to the bottom hem.

Does your bid comply with this section?

Yes _____ **No** _____

SLEEVES AND CUFFS

There shall be a seamless, pleated gusset incorporated into all layers (i.e. outer shell, moisture barrier, and thermal liner) of the under sleeve. On the outer shell and thermal liner, the underside of each sleeve shall be constructed with two pleats, each approximately ¾" deep, and located on both the front and back portion of the sleeve. The pleats shall be folded to open outwardly towards the cuff edge of the sleeve to insure no restriction of movement. On the moisture barrier, the system will consist of two darts, rather than pleats, to accomplish the mobility of the design without compromising the water resistance afforded by seam sealing.

The pleats shall expand in response to upper arm movement, and shall fold in on themselves when the arms are at rest. This expansion shall allow for greater multidirectional mobility and flexibility in the shoulder and arm areas, with little restriction or coat rise.

Does your bid comply with this section?

Yes _____ **No** _____

WRISTLETS AND WATER WELLS

The wristlets shall be approximately 4" long and constructed of PBI/ Kevlar/Spandex knit, providing thermal protection and resiliency. The wristlets shall be sewn directly to the moisture barrier fabric sleeve well using Nomex thread. Snap tabs of Nomex tape or equivalent shall be sewn at the inner sleeve and wristlet for the attachment of the liner assembly to the cuff.

The sleeve water well shall consist of a 6" telescoping inner sleeve. The inner sleeve shall be constructed of moisture barrier fabric sewn to the outer shell with double stitching, approximately 5" from cuff edge. The moisture barrier fabric shall continue down the inner sleeve shell and shall be finished with the raw edge secured under the cuff reinforcement. This inner sleeve design prevents water from entering the sleeve and allows for drainage to the outer shell when arms are raised. The telescoping action of the inner sleeve shall allow for extension of arm while maintaining the wristlet in the proper position for maximum thermal protection.

Does your bid comply with this section? Yes _____ No _____

CUFF REINFORCEMENT

The sleeve cuff shall be reinforced with a one piece tanned split cowhide leather or equivalent. The cuff shall be not less than 3" in width with approximately 1 1/2" outside and 1 1/2" inside. The leather cuff reinforcement shall have four rows of stitching.

Does your bid comply with this section? Yes _____ No _____

COLLAR, COLLAR ATTACHMENT

The collar shall be of 5 layer construction, consisting of three layers of moisture barrier fabric sandwiched between two layers of outer shell material. The top inner layer of breathable moisture barrier shall be quilted to the topmost layer of shell material with 6 rows of reinforcement stitching for increased thermal protection. To aid in the prevention of water from entering the collar, the second layer of moisture barrier fabric shall not be sewn through but shall be secured around the edges to the bottom layer of outer shell material. The third layer of moisture barrier shall be sewn to the moisture barrier and seam sealed. A 5/8" loop of Velcro shall be sewn and seam sealed to accept the annular tab. The collar shall be 4" high at the back center seam and graded proportionately to body size.

The crescent shaped throat tab shall with compliant moisture barrier fabric to prevent moisture penetration and shall be curved to follow the contour of an SCBA face piece. A 2" x 3" piece of loop fastener shall be attached to the throat tab; a 2" x 3" piece of hook fastener tape shall be provided on the left side of the collar for adjustable closure; and a 2" x 3" piece of hook fastener tape shall be provided where the throat tab is stitched to the collar to allow for storage. The outermost edge of the throat tab shall be top stitched.

The collar shall be bound to the liner/moisture barrier assembly. It shall provide a pocket for interface with an annular neck tab. This annular tab shall be sewn to the top neck opening of the outer shell and constructed of Nomex III Aramid fabric or equivalent, red in color and finished along the edge by means of FR neoprene coated binding tape. Two rows of 5/8" hook tape fastener shall be sewn to the tab, one on each side, and installed in such a manner as to align with the corresponding loop fastener tape inside the collar. This construction allows for identification and traceability of a non-compliant (i.e.; no thermal/moisture barrier) coat ensemble, when viewed from any angle.

Does your bid comply with this section? YES _____ NO _____

FRONT CLOSURE/STORM FLAP

Zipper Inside, Hook & Loop Outside

The coat front closure shall consist of a heavy duty zipper on the jacket fronts and flame resistant hook and pile; (e.g. Velcro) fastener on the storm flap. The teeth of the zipper shall be mounted on Nomex cloth and shall be sewn into the respective jacket facings. The storm flap shall close smoothly and securely over the left and right jacket body panels and shall be secured with flame resistant hook and pile fastener tape.

Does your bid comply with this section: YES _____ NO _____

STORM FLAP

The storm flap shall be a minimum of 2-3/4" wide and consist of three layers of fabric, secured to the right side of the coat shell by a minimum of four rows of stitching. A layer of breathable moisture barrier material shall be sandwiched between the two layers of outer shell material, and the storm flap shall be stitched with two rows of stitching, turned over and top stitched with an additional two rows of stitching. Both the top and bottom of the finished storm flap shall be reinforced with bar tacks. Stitching for reflective trims or hook and loop fastener shall not be permitted to perforate through the moisture barrier, to protect against water penetration. The storm flap shall be centered over the left and right coat fronts to insure that no gap exists in the thermal protection.

Does your bid comply with this section? YES _____ NO _____

SHOULDER PADS

Each coat shall be equipped with shoulder pads contoured to the shape of the shoulder and shall be constructed of two layers of neoprene coated Aramid batt, or equivalent, stitched together. The neoprene coating shall face outward. The shoulder pads shall be completely removable from the coat and shall be secured to the inside of the shoulder of the coat (between the outer shell and thermal liner/moisture barrier) with hook and pile (e.g. Velcro) fastener tape. The shoulder pads shall be soft and pliable for comfort.

Does your bid comply with this section? YES _____ NO _____

LEATHER SHOULDER REINFORCEMENTS

The tops of the shoulders of the outer shell shall be leather reinforced. The leather shoulder reinforcements shall be used in lieu of an extra layer of outer shell material.

Does your bid comply with this section? YES _____ NO _____

HANG UP LOOP

An 80 pound tear strength hang up loop to the interior shall be provided at collar. Loop to be constructed of triple layers of the specified outer shell material lock stitched to the coat.

Does your bid comply with this section? YES _____ NO _____

STREAMLIGHT SL-90 FLASHLIGHT HOLDER

There shall be a flashlight hook to hold a SL-90 flashlight. This pocket or strap shall be mounted under the universal clip on the right chest.

Does your bid comply with this section? YES _____ NO _____

POCKETS

Each coat shall have sewn to the outer shell two semi-bellow FDNY pockets, double stitched to the coat shell and bar tack reinforced at stress points. Each pocket shall have two or more brass eyelets located at the bottom for water drainage and measure approximately 9"x9" with a 2" deep bellow. The bottom of the semi-bellow pockets shall be no more than one (1) inch from the bottom hem of the coat. The pocket placement and the angled pocket opening will provide easier access to pockets when wearing an equipment belt or air pack. The upper rear portion of the pockets shall be cut diagonally to allow for easy access. The leading edge of each pocket shall be constructed with a box pleat to allow for approximately 1 inch of expansion at the front of the pockets

Does your bid comply with this section? YES _____ NO _____

Hand Warmer Pockets

Each jacket front body panel shall have a 9 inch wide by 9 inch high hand warmer patch pocket double stitched to it. The pockets shall be located at the bottom of the jacket near the storm flap. The pocket flaps shall be constructed of two layers of outer shell material. A 1 ½" inch by 3 inch hook and pile fastener tape (e.g. Velcro) shall secure the flap in the closed position.

Does your bid comply with this section? YES _____ NO _____

Radio Pocket

Each coat shall have a pocket designed for the storage of a portable radio. This pocket shall be of box-type construction, double stitched to the coat, and shall have one or more drainage eyelets in the bottom of the pocket.

The pocket flap shall be constructed of two layers of outer shell material measuring approximately 5 inches deep and 1/4 inch wider than the pocket. The pocket flap shall be closed by means of hook and pile (e.g. Velcro) fastener tape. In addition, the entire inside of the pocket shall be lined with a coated moisture barrier material to ensure that the radio is protected from the elements. This pocket shall be located on the left chest. The radio pocket shall measure approximately 3 "x 3 ½ "x 9".

Does your bid comply with this section? YES _____ NO _____

Universal Clip (for PASS, mike, flashlight, etc.)

A strap shall be configured to hold a: personal alert device equipped with a clip holder, flashlight equipped with a clip holder, etc. The overall dimensions of the strap shall be approximately 5 1/4" long x 1-1/4" wide and constructed of outer shell material encasing a piece of rigid leather. Each end of the strap shall be attached to the outer shell with bar tacks in such a manner that the leather encased portion is slightly raised from the surface of the garment. This will leave a usable area of 3 inches in length. This pocket shall be located on the right chest.

Does your bid comply with this section? YES _____ NO _____

PANTS

OUTER SHELL

7.5 OZ. PBI

The outer shell shall be constructed of 40% PBI/60% Kevlar, with an approximate weight of 7.5 oz. per square yard, shall be of Rip-Stop weave construction and treated with a water repellent finish or an equivalent material. Color of fabric shall be gold or bronze or similar color as approved by the Torrington Fire Department.

Does your bid comply with this section? YES _____ NO _____

MOISTURE BARRIER

The moisture barrier shall be constructed of an Crosstech/Nomex blend base cloth laminated with a micro porous breathable Teflon film (e.g. Gore-tex) with an approximate weight of 2.7 oz. per square yard or equivalent.

All moisture barrier seams shall be sealed with a minimum 7/8 inch wide sealing tape. One side of the tape shall be coated with a heat activated glue adhesive. The adhesive side of the tape shall be oriented toward the moisture barrier seam. .

Does your bid comply with this section? YES _____ NO _____

THERMAL INSULATING LINER

The thermal liner shall be constructed of Ultraflex high strength slippery multi-filament Nomex facecloth with Aramid Kevlar batting or equivalent products. Color to be Silver Green or similar as approved by the Torrington Fire Department.

Does your bid comply with this section? YES _____ NO _____

STITCHING AND THREAD

All thread to be Nomex of minimum TEX 50 24/4 size or equivalent. To provide for maximum seam durability, there shall be no joined stitching between seam lines. For optimum seam strength, there shall be a minimum of 8 to 10 stitches per inch on all seams.

Does your bid comply with this section? YES _____ NO _____

BODY/LUMBAR PROTECTOR PANEL

The body of the trouser shell, excluding the Lumbar Protector Panel, shall be constructed to provide freedom of movement and to minimize restriction. All major seams shall be double needle, felled seam construction with no exposed raw edges. The lumbar protector panel shall extend approximately 6" from the top of the panel to the waist with angled sides, and shall be double stitched to the top of the waist from side seam to side seam. The lumbar protector panel shall be of 3 layer construction, with the outer shell, thermal liner, and moisture barrier materials consistent with the fabrics specified herein. The Thermal Liner/Moisture Barrier shall be stitched only at the edges to prevent water penetration through the moisture barrier. The thermal liner/moisture barrier shall provide an overlap with the pant liner to insure complete and uninterrupted thermal protection at the rear hip area. The lumbar protector panel also offers additional padding for a SCBA back plate. All areas requiring additional reinforcements (i.e. pockets, pocket flaps, and fly) shall be bar tacked.

Does your bid comply with this section? YES _____ NO _____

WAISTBAND

The top edge of the waistband shall be double needle stitched for reinforcement. The interior portion of the waistband shall extend approximately 2" down from the top edge seam, providing a pocket for interface with the thermal liner/moisture barrier assembly. A minimum of 9 (nine) snaps shall be provided to attach liner assembly. The snaps shall face inward to the pocket, thus preventing inadvertent detachment while donning. Two outer shell material adjustment take-up straps shall be provided on each side of the waistband. The take-up straps shall be secured with self-locking, high temperature buckles. Non-ferrous suspender buttons shall be provided at the upper portion of the waistband, with half installed in the front and half installed on the lumbar protector panel, allowing for compatibility with standard firefighter suspenders. The waistband closure shall consist of a hook and a "D" ring. Each suspender button and hook & "D" rivet shall be reinforced with a chrome tanned leather backing reinforcement. One nickel plated brass male snap shall be provided on the right edge of the waistband, with the corresponding female snap positioned at the left edge, thus providing additional closure.

Does your bid comply with this section? YES _____ NO _____

TAKE-UP STRAPS

Fabric take-up straps with thermoplastic buckles shall be installed on each side of the high back trousers in the waist area on the outside of the garment and shall be double stitched and bar tacked. The buckle shall allow for adjustment and shall firmly hold the take-up strap in the desired position.

Does your bid comply with this section? YES _____ NO _____

FLY-STORM FLAP AND FLY FACING

The fly storm flap shall be of 2 piece outer shell material construction, with a layer of neoprene coated moisture barrier material sandwiched between the two plies of outer shell fabric. The outer edge shall be finished with an over lock stitch. The fly storm flap shall be stitched to the body panel with two rows of stitching and graded to the size of the waist. The storm flap shall be reinforced with a bar tack at the crotch seam. The storm flap closure shall consist of a hook and loop fastener tape stitched full length. Stitching shall not penetrate the moisture barrier, to insure greater thermal protection and reduced water penetration. A layer of neoprene coated moisture barrier material shall be provided between the outer shell and fly facing.

Does your bid comply with this section? YES _____ NO _____

POCKETS

Two (2) bellows pockets approximate 10"x10"x2½" shall be placed over the outer leg seams at thigh level. The pockets shall be sewn to the trouser with two rows of lock stitching and shall provide at least two eyelets installed at the bottom of each pocket for water drainage. The pocket flap shall be stitched to the trouser with two rows of lock stitching, turned over and top stitched with two additional rows of lock stitching. Hook & loop tape shall be positioned to securely close the pockets. Each pocket shall be reinforced with bar tacks at the uppermost corners.

Does your bid comply with this section? YES _____ NO _____

POCKET REINFORCEMENT

Shell material reinforcement. The lower half of the pocket shall be reinforced on the outside with shell material, located at least halfway up on the pocket. This layer provides for additional reinforcement.

Does your bid comply with this section? YES _____ NO _____

LEATHER REINFORCEMENTS

The lower half of the pocket shall be reinforced on the outside with cowhide leather. The leather shall be positioned at least halfway up on the outside of the pocket.

Does your bid comply with this section? YES _____ NO _____

KNEE

The knee area of the trouser will incorporate an action feature, designed to provide comfort, increased mobility and maximum flexibility. The knee will measure approximately 11" across the bottom, be installed horizontally from side

seam to side seam, and will gradually increase in size towards the top to follow the natural contours of the trouser leg. The apex of the knee will allow for a built in bellows action at the center point. The action knee will be installed proportionate to the trouser inseam, in such a manner that it falls in an anatomically correct knee location. This action knee feature will be incorporated in all layers of the trouser.

Does your bid comply with this section? YES _____ NO _____

PADDED KNEES

Replaceable padding for the knees shall be accomplished with one layer of neoprene coated Aramid batting or equivalent. The coated Aramid batting shall be sandwiched between the shell and the knee reinforcement layers. The neoprene shall face outward.

Does your bid comply with this section? YES _____ NO _____

LEATHER KNEE REINFORCEMENTS

A one piece patch of cowhide leather measuring approximately 10" high x 9" wide and having a minimum weight of 4 oz. per sq. yd. shall be double stitched to the outer shell at the knee area for additional thermal and abrasion resistance.

Does your bid comply with this section? YES _____ NO _____

TROUSER CUFFS

Leather cuffs. The trouser cuff shall be reinforced with a one piece cowhide leather, not less than 3" in width and having a minimum weight of 4 oz. per sq. yd. with approximately 1-1/2" outside and 1-1/2" inside. The leather cuff reinforcement shall have a minimum of four (4) rows of stitching.

Does your bid comply with this section? YES _____ NO _____

SUSPENDERS

The suspenders shall be of heavy duty construction. The main body of the suspenders will be made of non-elasticized cotton webbing, and be equipped with non-slip slide fasteners for adjustment.

Does your bid comply with this section? YES _____ NO _____

SIDE LEG ZIPPERS

The lower leg shall be equipped with zippered openings to ease donning. A heavy duty zipper shall close each lower leg portion of the outer shell. A zippered opening shall be installed on the outer seam of each pant leg that goes from the bottom of the pocket to the cuff seam.

Does your bid comply with this section? YES _____ NO _____

EXCEPTIONS TO SPECIFICATIONS

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

Does your bid comply with this section? YES _____ NO _____

SPECIAL INSTRUCTIONS TO VENDOR/MANUFACTURER

Bidder to measure each firefighter for proper fit. Time and place to be determined by the Deputy Fire Chief. Bidder must be a Connecticut authorized dealer or manufacturer.

Does your bid comply with this section? YES _____ NO _____