

## INVITATION TO BID

The Town of Newington will accept bids for open-circuit self-contained breathing apparatus for the Newington Volunteer Fire Department. All bids must be submitted in accordance with Town specifications and on forms supplied by the Town. Bid forms and specifications are available in the Town Manager's Office, 131 Cedar Street, Newington, Connecticut 06111 and on line at the Town's website, [www.newingtonct.gov](http://www.newingtonct.gov) under Doing Business, Bid Opportunities. Bids will be received in the Town Manager's Office and read publicly at 2:30 PM on May13, 2016. The Town of Newington reserves the right to reject any or all bids.

Tanya D. Lane  
Acting Town Manager

Bid No. 2, 2015-16

## TOWN OF NEWINGTON

### FIRE DEPARTMENT SELF-CONTAINED BREATHING APPARATUS

#### GENERAL REQUIREMENTS

##### INTENT

It is the intent of these specifications to select an experienced Contractor for the sale and delivery of open-circuit self-contained breathing apparatus for use by the Newington Volunteer Fire Department.

##### BID PROCEDURES

All bids shall be submitted on forms provided by the Town of Newington (hereafter the "Town") and addressed to the Town Manager's Office, Town Hall, 131 Cedar Street, Newington, CT 06111. Bids will be received until 2:30 P.M. on May 13, 2016 in the Town Manager's Office, when they will be read publicly. Bids shall be in sealed envelopes clearly labeled "Bid No. 2, 2015-16 Fire Department SCBA". The Town reserves the right to waive informalities or to reject any or all bids when such action is deemed in the best interests of the Town. The Town reserves the right to delete such items as it deems necessary from these proposals. Bidders are directed to be certain that they understand the terms and conditions as specified in this bid. All exceptions of the bidder to the terms and specifications of this bid shall be made in writing and submitted in full with the Bid Form. It will be expected that all remaining terms and conditions expressed herein are acceptable and shall govern any resulting contract. Failure of the bidder to submit in writing with the bid exception(s) to the Town's specifications is sufficient grounds for disqualification and nullification of any prior award. The Town reserves the sole right to reject bids that contain exceptions which are unacceptable to the Town. All addenda will be posted on the Town's website, [www.newingtonct.gov](http://www.newingtonct.gov), under Doing Business, Bid Opportunities. Bidders are responsible for checking the website for the presence and content of any addenda. Addenda shall be made a part of the bid specifications and any resulting contract. No bids may be withdrawn, in whole or in part, without the written consent of the Town.

##### BID PRICES

Bids from all bidders shall remain in effect for a period of one hundred (100) calendar days from the date of the bid opening, unless written consent is provided by the Town to withdraw. The Town reserves the right to purchase additional units at the unit prices identified on the Bid Form, in addition to the unit quantities identified on the Bid Form, within this 100 calendar day period. Bid prices shall be all inclusive, there shall not be any unilateral imposition of additional surcharges for fuel or deliveries.

## AWARD

Unless all bids are rejected, the Town shall award the bid to the entity it determines to be the lowest responsible bidder. The lowest responsible bidder shall be defined as that person or firm whose bid to provide the product(s) specified is lowest, who is qualified and competent to provide the product(s) specified, whose past performance of work is satisfactory to the Town, and whose bid documents comply with the procedural requirements stated herein or in any addenda. The award process may also include additional considerations such as the information provided on the Bid Form, the bidder's qualifications, and the bidder's perceived ability to fulfill its obligations as prescribed by these specifications. The Town may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any or all bids if evidence submitted by or investigation of the bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract resulting from the bid and to complete the work or deliver the item(s) contemplated therein. The Town intends to combine both items on the Bid Form and award to only one bidder. The Town must receive a unit price bid for both individual items (SCBA and spare masks) in order for the bid to receive consideration. In the event of a mathematical error, the Town shall use the unit prices bid in calculating the award. The Town reserves the right to reject any bid by a joint venture. Should the Town, at its sole discretion, choose to award to a joint venture each entity to such joint venture shall satisfy the Town's requirements as stated herein and the responsibilities of each entity in the joint venture shall be clearly identified. The Town will not accept the bid of a bidder whose firm, or any principal of the firm, is in default on the payment of taxes, licenses or other monies due the Town. As used in this section, a "principal" shall mean an individual who is a director, an officer, an owner, a limited partner or a general partner. As used in this section, "in default on the payment of taxes" shall mean the failure to pay taxes by the date such taxes are due and payable or the failure to be current with respect to a delinquent taxes payment schedule as set forth in a written agreement with the Revenue Collector.

## CONTRACTOR PERFORMANCE

Failure of the Contractor to adhere to the specifications, prices, terms or conditions of its Agreement with the Town may preclude the Contractor, at the Town's sole discretion, from bidding on future Town bids, in addition to any action that the Town may take as a result of the Contractor's failure to perform.

All work done as a result of this bid shall be completed to the satisfaction of the Newington Volunteer Fire Department. The Town reserves the right to terminate any agreement upon ten (10) calendar days written notice of failure by the Contractor to provide service to the satisfaction of the Newington Volunteer Fire Department.

## NONDISCRIMINATION

The Contractor shall agree and warrant that it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color religion, age, marital status, ancestry, national origin, past history of mental disorder, mental disability or physical

disability or other basis in any manner prohibited by the laws of the United States, the State of Connecticut, or the Town of Newington.

### HOLD HARMLESS

The Contractor agrees to indemnify, defend and hold harmless the Town of Newington and its respective officers, employees, agents and/or servants against all demands, claims, actions or causes of actions, losses, damages, liabilities, costs and expenses, including without limitation, interest, penalties, court costs and reasonable attorney's fees, asserted against, resultant to, imposed upon or incurred by the Town of Newington resulting from or arising out of:

1. Any breach by the Contractor of the terms of the specifications, or
2. Any injuries (including death) sustained by or alleged to have been sustained by the officers, employees, agents and/or servants of the Town of Newington or the Contractor or subcontractors or material men, or
3. Any injuries (including death) sustained by or alleged to have been sustained by any member of the public or otherwise any or all persons, or
4. Any damage to property, real or personal, (including property of the Town of Newington or its respective officers, agents and servants)

caused in whole or in part by the acts or omissions of the Contractor, any subcontractor, or any material men or anyone directly or indirectly employed by them while engaged in the performance of any work for the Town of Newington.

### INSURANCE

The Contractor shall furnish a certificate of liability insurance on a standard ACORD form to the Town Manager for the following insurance coverage within ten (10) days from contract execution. All insurance coverage shall be written with an insurance company licensed to conduct business in the State of Connecticut and with an A.M. Best's Key Rating of A-VII or better. Insurance coverage shall remain in full force for the duration of the contract term, including any and all extensions, at the Contractor's cost and expense. Such certificate of insurance shall specify that the Town of Newington will receive thirty (30) days prior written notice of any cancellation, non-renewal or reduction in coverage and limits originally provided. All deductibles, if any, are the sole responsibility of the Contractor to pay and/or indemnify. The requirements of this section shall apply to the Contractor and to any and all subcontractors. Umbrella Liability insurance coverage to satisfy the limits of coverage required hereunder is acceptable.

1. Commercial General Liability including Premises-Operations, Independent Contractors, Blanket Contractual, Products and Completed Operations:

\$1,000,000 Each Occurrence

Combined Single Limit for personal and advertising injury or property damage or both combined.

Such policy shall name the Town as additional insured.

2. Comprehensive Automobile Liability covering owned, non-owned, hired or leased vehicles.

\$1,000,000 Each Accident

Combined Single Limit for bodily injury or property damage or both combined.

3. Workers Compensation Insurance in accordance with Connecticut State Statutes.

Employers Liability Limit - \$500,000 each accident for bodily injury by accident  
- \$500,000 each employee for bodily injury by disease.

#### PAYMENT

Payment for the items associated with this bid shall be made within thirty (30) days by the Town, following the receipt of all invoiced items to the satisfaction of the Newington Volunteer Fire Department and upon submission of an invoice to the Town of Newington Finance Department, 131 Cedar Street, Newington, CT 06111.

#### DISPUTE RESOLUTION

The sole remedy for any claim, dispute, or other matter in question arising out of or related to any Agreement resulting from this bid will either be by mediation or by legal or equitable suit filed in Superior Court for the Judicial District of New Britain. No party shall be entitled to arbitration for any claim, dispute or other matter in question.

#### STORAGE AND HANDLING

All materials and equipment shall be delivered, handled and stored in a manner which prevents the intrusion of foreign materials and damage by breakage or weather. Such storage, delivery, and handling shall not interfere with Town operations nor impede access to any public areas. All equipment shall be stored in a clean, dry location. Material which is damaged shall be replaced with new material at no additional cost to the Town.

## QUESTIONS

All questions and RFIs (Requests for Interpretation) regarding this bid shall be addressed to Director of Administrative Services Jeff Baron in writing, either by fax to 860-665-8507 or e-mail at jbaron@newingtonct.gov, and shall be received no later than three business days prior to the bid opening date to allow for the timely preparation and posting of addenda. Questions received and the decisions regarding each question shall be set forth in a written addenda. Any addenda shall be posted on the Town's website in accordance with the section on Bid Procedures above. No oral interpretations shall be made to any respondent as to the meaning of any portion of the bid documents.

## FREEDOM OF INFORMATION

All bids and any related submittals to the Town are subject to the requirements of the State of Connecticut Freedom of Information Act, regardless of whether they are marked as confidential, proprietary, or in any other manner. By the act of submitting a bid, bidders agree that they will be subject to Connecticut General Statutes §1-200 et seq.

TOWN OF NEWINGTON  
FIRE DEPARTMENT SELF-CONTAINED BREATHING APPARATUS  
SPECIFICATIONS

Purpose

The purpose of these specifications is to establish the Town's minimum acceptable requirements for an open-circuit self-contained breathing apparatus.

Abbreviations

The abbreviations and acronyms used in this specification and the meaning of each, is as follows:

SCBA	Self-Contained Breathing Apparatus
PASS	Personal Alert Safety System
RIC/UAC	Rapid Intervention Crew/Universal Air Connection
CGA	Compressed Gas Association
PSI	Pounds per Square Inch
EBSS	Emergency Breathing Supply System
NIOSH	National Institute for Occupational Safety and Health
CFR	Code of Federal Regulations
FCC	Federal Communications Commission
ANSI	American National Standards Institute
UL	Underwriters Laboratory
CBRN	Chemical, Biological, Radiological and Nuclear
NFPA	National Fire Protection Association

Sub-Assemblies

The SCBA shall consist of the following major sub-assemblies:

1. Full faceplate assembly
2. Positive pressure breathing regulator
3. A harness and back frame assembly for supporting the equipment on the body of the wearer
4. An integrated PASS device
5. A RIC/UAC and
6. Cylinder and valve assembly for storing breathing air under pressure

### Acceptable Models

Either of the following SCBA shall be considered acceptable to the Town:

1. Scott, X3 with CGA fitting air pack, 4500 PSI, Park Alert SE, Pac-Tracker, CBRN Regulator with regulator quick connect hose and dual EBSS
2. MSA, G1 SCBA, Extend-Aire with rechargeable battery
3. Faceplates shall be equivalent to MSA G-1 or Scott AV-3000 HT
4. 4500 PSI cylinder and valve assembly shall be equivalent to MSA 66CF Lightweight with adapter or Scott CGA with CBRN regulator and Quick Connect.

### Self-Rescue Devices

The SCBA shall include an integrated self-rescue device.

### Training

The successful bidder shall provide, at its own expense, a factory trained instructor for such time as the Newington Volunteer Fire Department respirator users shall require in order to receive and fully understand complete instruction concerning the operation and maintenance of the respirator supplied.

### Qualifications

The Town shall accept bids from sales distributors who are expressly authorized by the manufacturer to sell the equipment specified. A certificate or other signed document from the manufacturer confirming shall be submitted with the Bid Form.

### Standards

1. The SCBA bid shall be approved by NIOSH under 42 CFR Part 84 for CBRN protection, with 45 or 60 minute rated service life, and shall be compliant with all requirements of the NFPA 2013 edition of NFPA-1981 Standard on Open-Circuit Self-Contained Breathing Apparatus. As part of compliance with NIOSH 42 CFR Part 84 the faceplate shall meet penetration and impact requirements, including compliance with ANSI Z87.1-2010.
2. Integrated PASS devices shall meet the requirements of NFPA-1982, 2013 Edition.
3. Units equipped with accountability systems shall meet the minimum requirements for FCC Part 15 and Part 90.
4. The SCBA packs, including the bottles and faceplates, shall comply with the appropriate NIOSH and NFPA standards listed.
5. All electronic components shall be approved for Intrinsic Safety under UL 913 Class I, Groups C and D, Class II, Groups E, F, and G, Hazardous Locations.
6. Integrated self-rescue devices shall be compliant with NFPA 1983, 2012 Edition, Standard on Life Safety Rope and Equipment for Emergency Services.
7. The lens shall have a coating to resist abrasion and chemical attack, meet the requirements of NFPA-1981 for lens abrasion, and have an internal anti-fog coating to reduce fogging of the lens.

### Quantities

The Town intends to purchase sixty six (66) SCBA, each with two (2) 45-minute carbon cylinders and one (1) mask. The Town also intends to purchase an additional fifty four (54) spare masks. The calculations for the bid award will be made based on these quantities, times the unit price for each item. The Town also intends to split the order over two fiscal years so that the combined order will total these quantities. The Town may, at its sole discretion, choose to order additional quantities at the unit prices bid, for a period up to 100 calendar days after the date of the bid opening. The 54 spare masks bid shall be the same model as that included in the 66 SCBA.

### Sizes

The full faceplate assembly shall fit persons of varying facial shapes and sizes, with minimal visual interference. The faceplate assembly shall be available in three sizes, marked "S" for small, "M" for medium and "L" for large. The actual quantities for each size will not be determined by the Newington Volunteer Fire Department until after the bid has been awarded and members have been fitted or measured as needed.

### Additional Equipment

The bidder shall identify in writing and enclose with the Bid Form any additional or optional equipment that was not specified but which also should be included or would be necessary to provide a fully functional SCBA unit and/or mask. The cost to the Town for such additional equipment shall also be included.

TOWN OF NEWINGTON

FIRE DEPARTMENT SELF-CONTAINED BREATHING APPARATUS

BID FORM

Town Manager  
131 Cedar Street  
Newington, CT 06111

In accordance with the specifications, the undersigned submits the following bid to supply and deliver open-circuit self-contained breathing apparatus for use by the Newington Volunteer Fire Department:

BASE BID

A. Unit price for the SCBA with two (2) 45-minute carbon cylinders and one (1) mask:

\$ \_\_\_\_\_ Each x 66 = \$ \_\_\_\_\_

Manufacturer: \_\_\_\_\_ Model/Description: \_\_\_\_\_

---

---

B. Unit price for additional spare masks:

\$ \_\_\_\_\_ Each x 54 = \$ \_\_\_\_\_

Manufacturer: \_\_\_\_\_ Model/Description: \_\_\_\_\_

Total Bid \$ \_\_\_\_\_

A manufacturer's certificate and a list of any additional or optional equipment is also enclosed.

The undersigned states that this bid is made in good faith and is not founded on, or in consequence of any collusion, agreement or understanding between themselves or any other interested party.

SUBMITTED FOR:

SUBMITTED BY:

Firm \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

Telephone \_\_\_\_\_