



City of Meriden, Connecticut

Purchasing Department

Request for Proposal

for

RFP024-38

Turnout Gear

Meriden Fire Department

Meriden, CT

Proposals Due: February 14, 2024 @ 11:00 AM

Purchasing Department

142 East Main St. Room 210

Meriden, CT 06450

(203) 630-4115

LEGAL NOTICE
THE CITY OF MERIDEN IS ACCEPTING REQUEST FOR PROPOSALS
RFP024-38 TURNOUT GEAR
FOR THE CITY OF MERIDEN FIRE DEPARTMENT

The City of Meriden is seeking proposals for Fire Fighter Turnout Gear, specifically protective jackets and pants. All jackets and pants must meet or exceed both OSHA and NFPA Standard #1971 (2020 revision) for structural fire fighter protective clothing. Proposals shall be submitted in the manner specified to the Purchasing Department, Room 210, City Hall, 142 East Main Street, Meriden CT 06450-8022 until 11:00 AM on February 14, 2024. Solicitations can be downloaded at <http://www.meridenct.gov/business/bids-rfps/> or <https://webprocure.proactiscloud.com>.

Rawle Dummett
Purchasing Officer
City of Meriden
Dated: January 11, 2024



SPECIAL INSTRUCTIONS

TURNOUT GEAR FOR THE CITY OF MERIDEN FIRE DEPARTMENT

BACKGROUND

The Meriden Fire Department protects approximately 60,000 people living in an area of 25 square miles. We operate out of 6 stations. The department consist of 100 career firefighters of which 22 are on duty at all times, operating 5 Engines and 1 Truck Company. We also have one volunteer engine company with 16 volunteers. The department operates in an aggressive interior attack mode with an average of 15-25 working fires per year, with an average of 12 multiple alarms fires per years. We also respond to 6-7 mutual aid calls a month.

INTENT OF SPECIFICATIONS

The intent of these specifications to cover the furnishing and delivery to the Meriden Fire Department, turnout gear as required, for a period of up to five years. An estimate of the number of sets to be purchased is this five year period is 80 to 100 sets. It is the City's intent to purchase 20-25 sets per year.

PRODUCT COUNTRY OF ORIGIN

All products must be manufactured in the United States of America or Canada. Place of origin must be declared on the Proposal Page. Submit any additional certifications necessary to confirm place of origin. Responses received for gear manufactured elsewhere will be rejected.

CERTIFICATION

The manufacturer must certify that the garments proposed in its bid meet or exceed all requirements of NFPA 1971. The manufacturer must also list and label this product with Underwriters Laboratories Inc. (UL) or Safety Equipment Institute (SEI), as the third party certification organization prescribed in NFPA 1971. All certification testing and test preconditioning must have been performed by an ISO 17025-certified laboratory. UL, SEI or a UL Authorized Client Test Data Program laboratory will fulfill this requirement.



WARRANTY OF PANTS AND JACKET

The manufacturer must provide a lifetime warranty against defects in material and workmanship with the bid package. Warranty period shall be stated on proposal page.

MEASURING/DELIVERY:

To ensure a perfect fit, sizing shall be based on actual measurements taken of the firefighter by a trained measurement specialist. The successful vendor will be required to perform on-site measurements of the firefighters on at least 4 separate occasions, at least annually, but may be required to measure more frequently. Sizing measurements shall be at location(s) mutually agreed between the manufacturer and the department. The successful vendor will have up to 30 days after request of measurements to come to the designated facility to take the measurements. The City reserves the right to request measuring for new hires.

SELECTION CRITERIA

The City of Meriden, at its sole discretion, will select a vendor resulting from the solicitation to the responsible firm whose offer, conforming to the solicitation, will be most advantageous to the Meriden Fire Department. In determining the successful vendor, the City will consider, but limited to, the following factors:

- a) National Fire Protection Association NFPA 1971 2020 revision and Occupational Safety and Health Administration (OSHA) requirements
- b) Quality of the protective gear
- c) Pricing structure
- d) Availability of product
- e) Vendor's qualifications
- f) Experience with other Connecticut fire departments

SAMPLES

Samples will be required from those firms to interview. Please do not send/bring in samples until you are notified to do so.



1. JACKET AND PANT GENERAL CONSTRUCTION

1.1 OUTER SHELL MATERIAL

Pioneer W/FREEFAS, color black

1.2 MOISTURE BARRIER

Stedair 400

1.3 THERMAL INSULATION LINER

Titanium SL2 blue

1.4 HIGH TEMPERATURE THERMAL INSULATING MATERIAL REQUIREMENT

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

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

1.5 LABELING REQUIREMENTS

Labels shall be permanently and integrally printed onto materials that meet all the requirements for labels of NFPA 1971. The garment shall be clearly labeled to fully identify the material content of all three layers: outer shell, moisture barrier and thermal layer. In addition, each separable outer shell component shall be labeled in an obvious location including the size, date of manufacturer and an individualized serial number and bar code that matches the corresponding garment liner.

1.6 SELF-BINDING

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



1.7 **THREAD**

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

1.8 **STITCHING**

Except for the collar Major A seam, which is single-needle lock stitched three times, all Major A & B seams (as defined by NFPA 1971) shall be double stitched, double feld throughout all three layers (outer shell, moisture barrier and thermal liner), and shall be made with Nomex® thread, minimum Tex size T-90. Also, all moisture barrier seams shall be tape-sealed to meet all requirements of the NFPA 1971 Liquid Penetration Resistance Test.

1.9 **METAL CONTACT PREVENTION**

The construction shall be constructed such that when completely assembled there shall be no direct metal contact from the exterior of the outer shell through the thermal liner to the wearer's body, unless the hardware is located on the top of the pants of jacket (covered by either the jacket or hood interface) or is completely covered by external closure flaps. This requirement is intended to prevent a pathway for the conduct of heat to the skin, and shall apply to the use of all metal.

1.10 **CONDUCTIVE AND COMPRESSIVE HEAT RESISTANCE (CCHR)**

Using breathable materials as outlined in the section titled Breathable Materials, there shall be:

A minimum area of 4" x 4" (10.2 cm x 10.2 cm) at the shoulders and elbows that provide a minimum of 25 CCHR at 2 psi. with a minimum 6" x 6" (15.2 cm x 15.2 cm) area at the knees that provide 25 CCHR at 8 psi.

In all three of these compression areas at least a portion of the protective area shall be made from high temperature fiber based materials sewn to the thermal liner on the inside of the liner toward the moisture barrier.

1.11 **POINTS OF STRESS**

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



2. JACKET CONSTRUCTION

2.1 JACKET CLOSURE

Two-inch-wide (5.1 cm-wide) panels of breathable moisture/ pathogen barrier and specified thermal liner materials shall be provided at coat front closure facings to preclude any type of break in the protective envelope. The entire circumference of a closed coat shall consist of specified shell, moisture barrier and thermal liner materials.

An additional layer of breathable moisture/ pathogen barrier material shall be sewn between the 2-inch-wide (5.1 cm-wide) panels and outer shell coat body for the entire length of coat front in a fashion to prevent liquid entry during the NFPA 1971 Whole Garment Liquid Penetration Test.

2.2 COLLAR

The collar shall be of layered construction, consisting of a layer of waterproof moisture barrier and a layer of NFPA 1971-certified insulating material, sandwiched between two (2) layers of specified outer shell material. NFPA compliant collars shall be at least 3 inches (7.6 cm) high while CGSB compliant collars shall be at least 4 inches (10.2 cm) high. The design shall incorporate in its patterning a natural contour that will allow proper fit and performance in the standing (upright) or stowed position.

2.3 POCKETS

Each jacket front body panel shall have a 6"X 10"X 2" Bellows Pocket to match Outer Shell with Easy Grip Flap, Fully Kevlar Lined and be located such that the bottoms of the pockets are at the bottom of the jacket for full functionality when used with the SCBA. All pockets and flaps shall be reinforced at the top corners with bar tack stitching. All pockets shall have a means to drain water and shall have a means of closure. The bottom portion of the bellow pocket will have the Dragonhide or Arashield/Kevlar material installed for longevity.

2.4 DRAG RESCUE DEVICE (DRD)

Manufacturer shall supply an NFPA required and certified Drag Rescue Device with each coat. Each strap will be properly labeled with the chest size(s) the Rescue Strap is designed to fit. Rescue Strap shall be designed in a fashion that it functionally provides a dynamic and articulated action and to eliminate excess strapping material hanging down the back when installed between the garment's liner and outer shell.

The device shall be constructed using two components: a 1.75" (4.45 cm) Kevlar webbing grab handle; and a free-floating loop of Kevlar rope to go around each of the wearer's arms/shoulder. The grab loop shall extend upward and pass through a tunnel of outer shell and pass out through a reinforced slot in the coat outer shell just below the center rear of the collar seam. The protruding grab loop shall then fold back down and be stored



by hook and loop fastener. The end of the garb loop shall be covered with an outer shell flap sewn below the held in place with hook & loop fastener to reduce the chances of snagging the grab loop by accident.

2.5 6-INCH EXTENSION PANEL

The hem of the jacket and liner system shall be constructed with the extension panels incorporating all 3-layers of the system (outer shell, thermal liner and moisture barrier). The panel will be a continuous part of the coat or sewn to the hem, including moisture barrier and thermal liner and will extend 6 inches lower than the back than the front of the jacket and maintaining proper overlap when bending or crawling.

The bottom of the 6-inch outer shell panel will be complete with a 2-inch trim lime 2-tone Scotchlite located at the bottom edge of the panel.

The appropriate member's last name will be sewn to a patch panel directly above the bottom 2-inch trim and under the project fire fires 2 style stripping on the bottom of the jacket. The name will be 3-inch lime Scotchlite lettering.

2.51 LAST NAME

If the last name is a duplicate of another member, a first initial shall be indicated before the last name.

2.52 RANK FOR CHIEF OFFICERS

The rank will be indicated under the arched "MERIDEN" centered appropriately

Fire Chief will be indicated as FIRE CHIEF

Deputy Chief will be indicated as DEPUTY CHIEF

Assistant Chief will be indicated as ASST. CHIEF

The Chief Officers' Last name will be indicated on the Tail of the coat by the Last name only: ex. SMITH

2.6 REFLECTIVE TRIM REQUIREMENTS

Each jacket shall have an adequate amount of retro reflective fluorescent trim affixed to the outside of the outer shell to meet the requirements of NFPA 1971 (latest edition) and OSHA. The trim shall be 3" New York lime 2-tones Scotchlite.

2.7 SLEEVES

To prevent stove-piping the sleeves shall be individually graded by coat size and sleeve length. For maximum freedom, the sleeve design shall feature extra full cut one-piece set-in sleeves with built-in bellows. To reduce the chances of possible top seam failure in that high thermal exposure area, the sleeve Major seams shall follow the underside of the arm and shall not cross over the outside of the elbow joint. Sleeve seam and sleeve attachment to coat body in all layers shall be 100% double feld and double stitched for maximum.



2.8 **WRISTLETS**

A thumb tab will be provided to ensure that the wristlets stay securely over the hand. Every coat shall feature a minimum 4.5-inch (11.4-cm) long, double-layer knit inner wristlets protected by a flame-resistant and moisture-resistant inner waterwell. The inner wristlet shall be sewn to the thermal liner sleeve end (not to the outer shell). The specified moisture barrier shall form an inner waterwell with an elastic gather sewn to the moisture barrier sleeve end.

2.9 **RADIO POCKETS**

9" X 3.5" X 3" Radio Pocket on Left Chest, material to match Outer Shell, notched on both left and right

2.10 **MICROPHONE TAB**

.5" X 2.5" Mic Tab on Left Chest

2.11 **FLASHLIGHT STRAP**

1" X 8.5" Flashlight Strap with Velcro Closure on Right Chest with fastener 5" above strap, material to match outer shell.

2.12 **TAKE UP STRAPS**

2" take up straps, one on each side

2.13 **HANG UP LOOPS**

An 80-pound (36.3 kg) tear strength hang-up loop shall be provided at the interior collar seam. The loop shall be constructed of triple layers of the specified outer shell material, lockstitched to the coat. Webbing is not acceptable.

2.14 **POINTS OF STRESS**

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



3. PANT CONSTRUCTION

3.1 OUTER SHELL MATERIAL

Pioneer W/FREEFAS, color black

3.2 MOISTURE BARRIER

Stedair 400

3.3 THERMAL INSULATION LINER

Titanium SL2 blue

3.4 DESIGN CONCEPT

The pant shall be of a traditional waist-high design to facilitate full torso ventilation of front, rear and sides of trunk for maximum body cooling effect to help minimize firefighter heat stress. For this reason, other than waist-high pants shall not be considered acceptable or “equal,” since additional trunk wrapping traps heat and moisture, increasing heat stress buildup while also creating mechanical resistance when covering the natural torso flexion point of the waist.

3.5 LINER ATTACHMENT

The moisture barrier and thermal liner assembly shall be attached to the outer shell at the waistband with seven (7) evenly-spaced glove snaps. Liners shall be attached at the cuff by means of snaps on two (2) sets Hypalon coated Kevlar tabbing per liner cuff. The male and female snap parts shall both be located on Hypalon coated Kevlar tabbing that is sewn to the liner at the cuff. A separate piece of Hypalon coated Kevlar tabbing shall be sewn to the shell cuff.

3.6 FLY FRONT

The outer shell fly shall be lockstitched to the left side of the front opening and shall be in proportion to waist size and crotch rise in both length and width. Fly inner lining shall extend at least 2 inches to the left of the outer shell fly attachment seam and shall be constructed of certified breathable moisture barrier and thermal liner. The right front pant opening shall have an internal facing extending at least 2 inches to the right and constructed of specified fabric. In combination with the liner, the system shall offer 360-



degree protection without gaps during movement of the outer shell moisture barrier and thermal liner. Closure shall be by means of a minimum 1.5-inch-wide hook and loop fastener, and all construction techniques used shall provide liquid penetration protection under the NFPA 1971 Whole Garment Liquid Penetration Test. The fly shall be graded to the waist size of garments and crotch rise.

3.7 SUSPENDERS AND ATTACHMENTS

Eight snap style suspender loops shall be positioned on the internal waist facing. Suspender loops shall be mounted through top of waistband with triple later outer shell material, thermal and moisture barrier.

3.8 RAPELLING HARNESS LOOPS

Each pant shall have the option of series of 10 Harness loops around the waist and inner thighs. The loops will be constructed of a minimum of double layer of outer shell material and will be of a 2-piece design, top and bottom. The top and bottom of each loop will attach to each other with snap fastener and hook and loop tape sewn to the ends to accommodate donning of the harness. The loops will be universally locate to accept a Rappelling Harness worn on the outside of the pant.

3.9 KNEE PAD SYSTEM

The knee pad will have reinforcement with Dragonhide or Arashield.

3.10 POCKETS

Each pants shall have 1.5" x 9" x 9" Bellows Pocket to match outer shell

All pockets shall have a means to drain water and shall have a means of closure. The bottom portion of the Bellows pockets will have the Dragonhide or Arashield/Kevlar material internally for longevity and durability.

3.11 TAKE UP STRAPS

2" take up straps, one on each side

3.12 REFLECTIVE TRIM REQIREMENTS

Each pant shall have an adequate amount of retro reflective fluorescent trim affixed to the outside of the outer shell to meet the requirements of NFPA 1971 (latest edition) and



OSHA. The trim shall be 3" New York lime 2-tones Scotchlite shall have a stripe of retro reflective fluorescent trim encircling each leg below the knee 5 inches above the bottom hem of the pants.

3.13 REVERSE BOOT CUT

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

3.14 SEAM PROTECTION AT CUFFS

At the coat and pant cuff Major A seams, the reflective trim shall stop just before the folding of the full fold seam and for additional abrasion protection be covered by a sewn on strip of polymer coated Kevlar material laid on top of the Major A seam and covering each end of the trim.

INSTRUCTIONS TO PROPOSERS

RFP024-38 TURNOUT GEAR FOR THE CITY OF MERIDEN FIRE DEPARTMENT

1. Receipt and Opening of Proposals: All Proposals shall be submitted in sealed opaque (non-see-through) envelopes clearly labeled with the Proposer's name, address, and the name of the Project for which the proposal is submitted. The words "PROPOSAL DOCUMENT" must appear on the envelope and the time and the date the submittal is due. If mailed, the sealed envelope containing the proposal, marked as described above, shall be enclosed in another envelope properly addressed for mailing. No responsibility will be attached to any City Representative or employee for the premature opening of a proposal not properly addressed and identified.

Interested firms must submit background information of your company, professional resumes and provide documentation that the firm's proposed products meet or exceed the standard for OSHA and NFPA requirements. The contract is to include on-site measuring of fire fighters. **All proposers are required to submit two (2) complete copies of their proposals and one on a flash drive. Protective gear must be manufactured in the USA or Canada.**

2. Method of Proposal: Proposers shall be certified or licensed, if appropriate, by the State of Connecticut, or state of appropriate jurisdiction. The City may make such investigations as it deems necessary to determine the ability of the proposer to perform the service, and the proposer shall furnish to the city all such information and data for this purpose as the city may request. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of such proposer fails to satisfy the city that such proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

3. Addenda and Interpretations: No interpretation of the meaning of the Request for Proposal will be made to any proposer orally. Every request for such interpretation should be in writing, e-mailed to meridenpurchasing@meridenct.gov and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of proposals. Any and all such interpretations and any supplementary instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by Certified Mail, e-mail or faxed to all prospective proposers at the respective address furnished for such purpose, not later than three (3) days prior to the date fixed for the opening of proposals, failure of any proposer to receive such addenda or interpretation shall not relieve any proposer from any obligations under their proposals as submitted.

4. Subcontractors: The proposer is specifically advised that any person, firm or other party to whom it is to award a subcontract under this contract must be acceptable to the City and that approval of the proposed subcontract award cannot be given by the City unless and until the successful proposer submits all information and evidence to the City regarding the proposed subcontractor requested by the City. Although the proposer is not required to attach such information and evidence to the proposal, the proposer is hereby advised of this requirement so the appropriate action can be taken to prevent subsequent delay in subcontract awards.

5. Method of Award- Qualified Proposer:

- (a) The City reserves the right to reject any or all proposals and may waive any informality.
- (b) In the event that there is a discrepancy between price written in words and in figures, the price written in words shall govern.
- (c) The City reserves the right to increase or decrease the scope of each item proposed upon at the same proposal price stated in the proposal form.
- (d) The City reserves the right to correct any award erroneously made as a result of a clerical error.

6. Corrections: Erasures or other changes in the proposal shall be explained or noted over the signature of the proposer.

7. Obligation of Proposer:

- (a) At the time of the opening of proposals, each proposer will be presumed to have read and to be thoroughly familiar with the specifications and other documents (including all addendum or addenda). The failure or omission of any proposer to receive or examine any form, instrument or documents which has been sent to the address given by such proposer, or the failure of the proposer to familiarize themselves with the conditions relating to the specifications shall in no way relieve any proposer from any obligation in respect to the proposal.
- (b) The proposer is responsible for submitting a proposal that will conform to all existing Federal, State of Connecticut, and City of Meriden statutes, ordinances, and regulations. Attention is called specifically to the state requirement relative to licensing of corporations and registrations of partnerships and fictitious names.

8. Patents: The proposer shall hold and save the City and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the City, unless otherwise specifically stipulated in the proposal documents.

9. Payments:

- a) The City will make such payments to the proposer not less than 30 days following the approval of an invoice submitted for service provided.
- b) Cash discounts offered must be for at least a period of 30 days to be considered in the awarding of contracts and discount periods shall be from the date of service, otherwise proposals should be net.
- c) The City of Meriden is exempt from the payment of the excise taxes imposed by the Federal Government, and the Sales and Use tax of the State of Connecticut, under State Statute 12-412, such taxes should not be included in the proposal price.

10. Contract:

A contract will not be awarded to any corporation, firm, or individual who is in arrears to the City by debt or contract, or who is in default as security or otherwise by any obligation to the City.

The City of Meriden reserves the right to reject any and all proposals or quotations, to waive any discrepancies in the proposals, quotations, or specifications, when deemed to be in the best interest of the City and also to purchase any part, all, or none of the service(s) specified.

11. Non-Collusive Proposal Statement: All proposers shall be required to provide a signed non-collusive statement with all the public proposals as follows:

a) The proposal has been arrived at by the proposer independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Legal Notice for Proposals, designed to limit independent proposals or competition, and:

b) The contents of the proposal have not been communicated by the proposer or their employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal.

12. City of Meriden Code of Ethics:

The City of Meriden Code of Ethics, sections 21-1 through 21-15 of the City Code, are incorporated herein by reference and the terms of the Code of Ethics shall constitute a part of any contract or agreement entered into by the City as a result of this proposal as if those terms were set forth in such contract or agreement.

Proposers are specifically advised that the Code of Ethics prohibits public officers or employees, their immediate families and business with which they are associated from participating in any transaction which is incompatible with the proper discharge of official duties or responsibilities. Proposers are also advised that the Code of Ethics contain provisions with respect to paid contractors and former employees and officials.

PROPOSERS SHOULD NOTE THAT CONTRACTS, AGREEMENTS AND PROPOSALS ENTERED INTO OR AWARDED IN VIOLATION OF THE CODE OF ETHICS ARE VOIDABLE BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERIDEN.

Copies of the Code of Ethics may be obtained from the office of the City Clerk.

13. Assignment of Contract No contract may be assigned without the written consent of the Purchasing Officer or designee.

14. Bid Price and Payment The City of Meriden is exempt from the payment of the excise taxes imposed by the Federal government and the Sales and Use Tax of the State of Connecticut under Connecticut General Statutes; accordingly, such taxes shall not be included in the bid price.

The City of Meriden, unless stated otherwise in the bidding documents or Contract, will make payment to the Contractor not less than thirty (30) days following completion of services.

15 Selection Process Selection of successful vendor will include, but not be limited to a firm's qualifications, experience with other Connecticut fire departments, pricing structure, quality of the protective gear, availability of product and conformance to fitting/delivery requirements. The City may conduct interviews as part of the selection process. The City of Meriden reserves the right to reject or accept any or all submittals, if it is deemed to be in the best interest of the City of Meriden.



FORM OF SURETY GUARANTY

(Shall accompany proposal)

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the undersaid corporation, and for other valuable consideration the

(Name of Surety Company) .

a corporation organized and existing under the laws of the State of _____

and licensed to do business in the State of _____ certifies and agrees

that if Contract _____

is awarded to - _____

(Name of Bidder)

Corporation will execute the bond or bonds as required by the Contract Documents and will become surety in the full amount of the Contract price for the faithful performance of the Contract and for payment of all persons supplying labor or furnishing or furnishing materials in connection thencewith.

(Surety)

The language of this form shall generally be given on the official form normally provided by the Surety Company complete with the usual proof of Authority of Officers of the Surety Company to execute said official form.

Should a bid be offered with a check as surety without said official form, such bid shall be rejected.



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____,
(Name of Principal)

As Principal, and _____,
(Name of Surety)

unto the CITY OF MERIDEN, CONNECTICUT hereinafter called the "OWNER", in the penal sum of

_____ DOLLARS, (\$ _____) lawful money of the
United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS, the said Principal has submitted the Accompanying bid
Dated _____, 20 _____

For _____

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the Period specified therein after the opening of
the same, or if no period be specified, within thirty (30) days after the said opening and shall within the period
specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him
for signature, enter into a written Contract with the Owner in accordance with the Bid, as accepted, and give bond
with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of
such Contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such
Contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the
amount specified in said Bid and the Amount for which the Owner may procure the required work or supplies or both,
if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in
full force and effect.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, this _____ day of
_____, 20 .

(Principal)

(Address) (Affix seal)

By: _____

Witness Signature

(Surety)

(Address) (Affix seal)

By: _____

Witness Signature



CITY OF MERIDEN, CONNECTICUT

RFP024-38 Fire Department Turnout Gear

NON-COLLUSIVE BID STATEMENT/AFFIDAVIT

The undersigned bidder, having been duly sworn, does hereby depose and says:

1. The bid has been arrived at by the bidder independently and has been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the Invitation to Bid.
2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.
3. The undersigned bidder is duly authorized to bind the business entity identified below.

The undersigned bidder further certifies, under oath, that this statement is executed for the purposes of inducing the City of Meriden to consider the bid and make an award in accordance therewith.

Signature of Bidder

Print Legal Name of Bidder

Relationship to Business Entity Below

Business Entity Name, Address, Telephone Number, and Email Address

STATE OF CONNECTICUT)
) ss:
COUNTY OF)

Duly sworn and subscribed to before me
this __ day of _____, 2024.

Notary Public
My Commission Expires:
Commissioner of the Superior Court



PROPOSER’S QUALIFICATION STATEMENT

This Statement of Proposer’s Qualifications is to be submitted by the proposer at the time of the proposal opening. All questions must be answered and the data given must be clear and comprehensive. If necessary, questions must be answered on attached sheets. The proposer may submit any additional information they desire. It is understood that when the City has executed an Agreement, to which these General Conditions are a part, it is, in part, done upon the reliance of the answers provided herein by the proposer or the agent of the proposer .

Firm Name _____

Address _____

Telephone _____ Fax _____

Officers: _____ President
_____ Vice President
_____ Secretary
_____ Treasurer

Bank References: _____

Bond surety Company: _____

If a partnership, give names of partners. If a sole proprietorship, give name and title of a least one responsible employee.

Experience: The Proposer shall be qualified by experience to perform work of this nature and shall list five (5) examples of similar projects completed within the past five (5) years, with the names of responsible parties as references.

PROJECT	OWNER	TELEPHONE NUMBER CONTACT NAME	COST
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



1. Minority owned business? _____ yes _____ no
2. Years organized. _____
3. Is your company a corporation _____ yes _____ no
If yes where incorporated? _____
4. How many years have you been engaged in business under your present firm name? _____
5. Former Firm Name (if any) _____
6. List total number of Personnel _____
7. Is any principal of your firm an employee or public official of the City of Meriden, or an immediate family member of an employee or public official of the City of Meriden? (Definition of immediate family includes: an individual’s spouse, fiancé or fiancée; the parent, brother or sister of such individual or spouse; and the child of such individual or the spouse of such child.)
_____ yes _____ no
8. List Vehicles and Equipment that you will use to perform this work: (show age of vehicles and equipment, sizes, capacities, etc.)

9. List the work to be performed by Subcontractors and summarize the dollar value of each subcontract.

10. List the name and address of the more important contracts recently completed by you, starting the approximate gross cost for each, and the month and year completed:

11. General character of work performed by you _____

12. Have you ever failed to complete any contract awarded to you? If so, where and why?



- 13. Have you ever defaulted on a contract? If so where and why?

- 14. Have you ever filed bankruptcy: _____ Please explain: _____

- 15. Will you, upon request, furnish any information that may be required by the City of Meriden? _____
- 16. The undersigned hereby authorizes and request any person, firm or cooperation to furnish any information requested by the City of Meriden, in verification of the recitals comprising this Statement of Bidder’s Qualifications.

Dated this _____ day of _____, 20____
day month year

Name of Proposer

Title

State of _____
County of _____

_____ being duly sworn deposes and says that they are
Name _____ of _____
title name of organization
and that the answers to the forgoing question and all statement therein contained are true and correct

Subscribed and sworn to before me
this _____ day of _____ 20____
day month year

Notary Public signature

My commission expires _____



RFP024-38 TURNOUT GEAR FOR THE MERIDEN FIRE DEPARTMENT BID FORM

**Proposals Due: February 14, 2024 11:00 A.M.,
Prevailing Local Time**

TO: Rawle Dummett
Purchasing Officer
142 East Main Street
Meriden, CT 06450-8022

The undersigned company _____ doing business in the
City/Town of _____ in the State of _____ submits herewith in
conformity with the general instructions, conditions, and specifications the following proposal:

Price for one (1) set of Turnout Gear – Jacket and Pants in conformity with the enclosed specifications: FOR YEAR 1:

_____ \$ _____
Written Figures **Dollars & Cents**

Price for (1) Jacket for Year 1: \$ _____

Price for one (1) pair of Pants for Year 1: \$ _____

PERCENTAGE INCREASE FOR YEAR 2: _____%

PERCENTAGE INCREASE FOR YEAR 3: _____%

Manufactured in what country?: _____ Proof Submitted: _____

Warranty Coverage and Warranty Period for Jacket and Pants: _____

Lead Time: _____

WILL YOUR COMPANY ACCEPT A CREDIT CARD AS PAYMENT? Yes _____ No _____

CONTINUED ON NEXT PAGE



RFP024-38 TURNOUT GEAR – Proposal: Page 2

Receipt of Addendum is Acknowledged:

No: _____ Dated: _____

No: _____ Dated: _____

Name of Proposer: _____

Address: _____

_____ Zip Code: _____

By: _____

Name (Please print or type)

Title

Signature: _____

Dated: _____ Telephone: _____ Fax: _____ E-mail: _____



AGREEMENT FOR PROFESSIONAL SERVICES
RFP024-38 –Fire Department Turnout Gear

This Agreement, made on this _____ day of February 2024, by and between the City of Meriden, 142 East Main Street, Meriden, CT 06450 hereinafter referred to as the “City” and _____, hereinafter referred to as the “Consultant”.

WITNESSETH:

WHEREAS, the City of Meriden requires professional consultant services, and;

WHEREAS, the Consultant represents that he/she has the requisite experience to perform said services.

NOW, THEREFORE, the City and the Consultant, for considerations hereinafter set forth agree as follows:

1. Work shall comply with the scope of work and schedule as noted in Attachment A.
2. The cost for services provided are as set forth in Attachments A and shall constitute the entire basis for payment for the work specified, including all incidental work, all labor, materials, equipment, and all other costs necessary to fulfill the requisites of this service.

3. **Designation of Gender:**

All words used herein in the singular shall extend to and include the plural. All words used in the plural number shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

4. **Miscellaneous Requirements:**

- 4.1 The Consultant shall be responsible for the work and presentation to the City and others.
- 4.2 The Consultant shall be required to attend meetings and give reports to the City, or others, at the place and time directed by the City.
- 4.3 The Consultant shall consult with the City’s staff to ascertain the requirements of the project and inform himself as to specific conditions that might affect his completing the work or the hours or season of its execution, such as use of adjacent areas, interruptions to operations, and any other information as required.
- 4.4 The Consultant covenants and agrees that he shall perform his services under this contract in accordance with the standards and practices of her profession.
- 4.5 Should the Consultant require the services of a sub-consultant at any time during the term of this contract, their names and qualifications shall be submitted to the City for approval. This approval, in no way, obligates the City to be responsible for payment.
- 4.6 Should the Consultant encounter difficulties beyond their control that may delay the completion of the project or any part thereof, the City is to be immediately notified in writing. This notification



shall document the specific reasons for the delay and any attempts the firm has made to overcome such delays. A significant backlog of work, changes in staff, or other similar reasons, will not be considered as acceptable reasons for granting any extension necessary to preclude a breach of contractual obligations. The City shall be the sole judge of the validity of any time extension, and if it is found that the firm has not diligently pursued and documented all available methods to overcome the delay, no extension of time shall be granted. Payment for any overtime work required to overcome any possible delays shall not be made by the City, unless it is determined to be in the best interest of the City.

5. Fee and Payment:

The cost for services provided for in this project are set forth in the Attachment A and shall constitute the entire basis for payment for the work specified including all incidental work, all labor, materials, equipment, studies, preparing the report, outside services, reviewing existing data, meetings, transportation, overhead, clerical personnel, and any and all other costs necessary to fulfill the requirements of this service. The Consultant has provided a breakdown of the lump sum cost which includes all items of work and incidental activities so partial payments for completed elements of the work may be provided. Billing will be made monthly in accordance with the work completed, subject to the approval of the City. Payment will be made not less than thirty (30) days after receipt of the approved invoice.

6. Change Order:

The City is to be notified, in writing, for any requests of time extension, compensation for proposed additional work, etc. Such requests will be reviewed by the City, and if it is in the best interest of the City and the City then approves such request, a Change Order will be issued by the City. Unless there are unforeseen conditions, the contract will not be increased.

7. Indemnification:

To the extent permitted by law, the Consultant shall at all times defend, indemnify and save harmless the City and its officers, agents and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries, property losses and/or economic damages sustained by or alleged to have been sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the Consultant, its agents or employees in connection with the Project, and/or under this Agreement.

To the extent permitted by law, the City shall at all times indemnify and save harmless the Consultant, and its officers, agents and employees on account of any claims, damages, losses, litigation, expenses, counsel fees and compensation arising out of any claims, damages, personal injuries, property losses and/or economic damages sustained by or alleged to have been sustained by any person or entity to the extent caused by the negligent acts, errors or omissions of the City, its agents or employees in connection with the Project, and/or under this Agreement.

8. Insurance:

The Consultant shall provide and maintain a Certificate of Insurance indicating proof of Professional Liability (and/or Errors and Omissions Coverage), Loss of Valuable Papers and other required insurance as noted below, and is hereby made a part of this Agreement.



All insurance coverage shall be provided by the Consultant at no additional expense to the City. The scope and limits of insurance coverage specified are the minimum requirements and shall in no way limit or exclude the City from additional limits and coverage's provided under the Consultant's policies.

The Consultant shall be responsible for maintaining the stated insurance coverage in force for the life of the contract with insurance carriers licensed and authorized to underwrite such insurance in the State of Connecticut.

The type and limits of insurance coverage shall not be less than the type and limits designated herein, and the Consultant agrees that the coverage or the acceptance by the City of certificates of insurance indicating the type and limits of insurance shall in no way limit the liability of the Consultant to any such type and limits of insurance coverage.

The insurance coverage hereinafter afforded by the Consultant shall be primary insurance, except when stated to apply in excess or contingent upon the absence of other insurance. The amount and type of insurance shall not be reduced by the existence of other insurance held by the City.

The Consultant shall provide coverage's that are not impaired or the aggregate is not impaired by any other risk, past or present, and the limits required, shall be fully available to the City of Meriden or restored if depleted below the required levels during the course of the contract and/or any extensions thereto.

The Consultant shall not commence work under the terms of this contract until he has obtained the liability insurance coverage required by this article and has filed Certificates of Insurance on same with the City, and the City has approved the Certificates of Insurance and the represented coverage.

Each Certificate of Insurance shall include the following minimum pertinent information:

- * Name of Insurance Carrier writing policy
- * Name of Insured
- * Address of Named Insured
- * Description of coverage (Workers' Compensation certificates should evidence the state(s) of operation including Connecticut)
- * Policy Periods (effective and expiration dates)
- * Limits of Liability
- * Brief description of operations performed and the property covered
- * Name and address of certificate holder
- * Authorized agents name and address
- * Date and signature of the issuing agent (original only)
- * All General Liability additional names insured endorsements

Each insurance policy and certificate of insurance (with the exception of Workers' Compensation and Professional Liability) shall contain an endorsement/wording including the City of Meriden as an Additional Insured. All policies should be primary and noncontributory and include a waiver of subrogation. All coverage shall be with insurance companies approved by the State of Connecticut and with an AM Best Rating of no less than "-A". The Consultant shall provide notification to the City in the event of any material change, modification, cancellation or non-renewal of insurance coverage. During the course of execution of the work, whenever there is a lapse in the insurance requirements as stated herein, through cancellation, expiration, failure to renew or any other cause, the City shall order the cessation of all Consultation activities until such time as the insurance requirements are complied with.



Insurance Requirements:

- a. The Consultant shall procure and maintain for the life of the contract \$1,000,000.00 occurrence/\$2,000,000.00 aggregate limit **COMMERCIAL GENERAL LIABILITY COVERAGE**, written on an occurrence basis and minimally arranged to include the following coverage:
 - I. Premises/Operations
 - II. Products - Completed operations
 - III. Underground, explosion, and collapse hazard
 - IV. Contractual liability
 - V. Independent contractors

- b. The Consultant shall procure and maintain for the life of the contract \$1,000,000.00 BI/PD combined single limit **BUSINESS AUTOMOBILE LIABILITY COVERAGE**, written on an occurrence basis and minimally arranged to include the following coverage:
 - I. Non-owned automobile
 - II. Liability and Physical damage
 - III. All owned (private passenger and other than private passenger)
 - IV. Any automobile
 - V. All scheduled automobiles

- c. The Consultant shall procure and maintain for the life of the contract, State of Connecticut Statutory **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY COVERAGE**, designed to indemnify all the Engineer's employees in the event of occupational injury and/or disease.
 - \$1,000,000.00 each accident
 - \$1,000,000.00 disease policy limit
 - \$1,000,000.00 each employee disease

- d. The Consultant shall procure and maintain for the life of the contract **PROFESSIONAL LIABILITY, MALPRACTICE, OR ERRORS AND OMISSION COVERAGE** protecting the Consultant against wrongful acts and liability arising from professional services. A \$2,000,000.00 single limit per claim and a \$2,000,000.00 aggregate per policy period shall be afforded by this coverage. The coverage shall be written on an occurrence form or may be written on a claims made basis.

9. Termination:

The City or the Consultant shall have the right, without cause, to terminate this Agreement within Thirty (30) days following written notification to the other party to that effect by Certified Mail or Personal delivery by agent, and upon the expiration of said thirty-day period, this Agreement shall be null and void and all rights established herein shall end and terminate. It shall not be necessary for either party to state a reason for such termination. If this Agreement is terminated, the Consultant shall be paid for the services performed to the termination notice date, including reimbursable expenses then due as mutually determined between the City and the Consultant.



10. Standard of Care:

The Consultant will perform the services described in this Agreement and in any work release documents or change orders which are issued under this Agreement and signed by both parties. In performing the services, the Consultant will exercise the degree of care and skill ordinarily exercised by reputable companies performing the same or similar services at the same time in the same geographic area. The Consultant will not have any obligation to perform services not expressly described in this Agreement or in work release documents or change orders signed by the Consultant.

11. Applicable Laws:

This Agreement shall be governed, interpreted, and construed under and in accordance with the laws of the State of Connecticut.

12. Entire Agreement:

The terms and provisions herein contained constitute the entire Agreement between the parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and no agreement or understanding varying or extending the same shall be binding upon either party hereto unless in writing signed by both parties hereto, and nothing contained in the terms or provisions of this Agreement shall be construed as an Agreement by the City of Meriden to directly obligate the City to creditors or employees of the Consultant.

CITY OF MERIDEN

CONSULTANT

Emily E. Holland, Acting City Manager
Duly Authorized

Duly Authorized

DATE

DATE