

**CAPITOL REGION PURCHASING COUNCIL
INVITATION FOR BID
PROTECTIVE CLOTHING AND ACCESSORIES
SPECIFICATION**

I. MODIFICATIONS TO GENERAL TERMS AND CONDITIONS

SCOPE

The Capitol Region Purchasing Council, on behalf of certain Capitol Region Purchasing Council members/Fire Companies, requests bids for the purchase of Personal Protective Clothing and Protective Head Gear, Footwear and Gloves for Structural Fire Fighting. Each respective member/fire company will make its own awards and payments according to the terms and conditions set forth in these specifications. A written order from each contracting entity will be required before any deliveries may commence, and shall contain information concerning the quantity of ensembles required and the desired delivery locations. In general, the standards set forth by the NFPA 1971 (latest edition), US-OSHA (CFR 1910.156), NBSIR 1977, and CAL-OSHA shall apply in accordance with the performance criteria specifications set forth herein for each respective item shall apply

Any exceptions to specifications must be clearly spelled out at time of bid. In the absence of comment on a specific point, bidder will be required to furnish a totally compliant product. Taking a blanket exception shall not be acceptable.

Certain exceptions may be rejected if they are believed to compromise firefighter safety and/or reduce the desired level of protection and length of service of the gear in question.

*Important: Respondents must specify the nature of **each and every** exception taken to be attached to the bid. It should be noted that the act of taking an exception itself shall not automatically render a response non-viable; but rather, each exception shall be considered on its merits as part of the evaluation and award process.*

Note: The awarded vendor(s) must have product available to fulfill all orders for the period commencing November 1, 2019 and ending October 31, 2020.

PRICING

All prices furnished must be on the basis of F.O.B. (freight on board) delivery point, unloaded inside, and shall apply throughout the term of the contract. Prices bid shall be construed as all-inclusive. The Capitol Region Purchasing Council strictly prohibits the unilateral imposition of additional surcharges (fuel, delivery, etc.) on the participating communities at any point during the contract period.

Respondents are asked to provide: (1) general catalog discounts that can be used to purchase custom-order turnout gear and any related garments (e.g., EMS gear) or accessories not specifically highlighted as part of this Invitation to Bid.

INDEMNIFICATION

To the fullest extent permitted by law, the successful bidder shall release, defend, indemnify, and hold harmless the participating members/fire companies from any and all suits, claims, losses, damages, costs (including, without limitation, reasonable attorney fees) compensation, penalties, fines, liabilities or judgments of any name or nature for:

- (1) Bodily injury, sickness, disease or death; and/or
- (2) Damage to or destruction of property, real or personal; and/or
- (3) financial losses (including, without limitation, those caused by loss of use)

sustained by any person or concern of the participating members/fire companies, which is caused or alleged to have been caused in whole or in part, by the negligent act(s) or omission(s) of the successful bidder, its officers, employees, agents, or Subcontractors, in the performance of any resulting contract or from the inaccuracy of any representation or warranty of the successful bidder contained in the Contract Documents. This indemnity should not be affected by other portions of the specifications relating to insurance requirements.

To the fullest extent permitted by law, the successful bidder agrees to release, defend, indemnify and hold harmless the participating members/fire companies from any loss, claim, cost, penalty, fine or damage that may arise out of the failure of the successful bidder, its officers, agents, employees, or Subcontractors to comply with any laws or regulations of the United States and the State of Connecticut. This undertaking shall not be affected by other portions of these specifications relating to insurance requirements.

DELIVERIES/ BIDDER PERFORMANCE/LIABILITY FOR DELIVERY FAILURES

All items specified herein shall be made available for delivery within forty-five (45) days following receipt of an order.

Failure of any successful bidder to adhere to specifications, prices, terms or conditions of their agreement during the course of the contract period may preclude such bidder from bidding on future CRPC bids in addition to any action that municipalities/fire departments may take as a result of the vendor's failure to perform. It should be noted that the awarded vendor shall assume full responsibility for the negligence of any sub-contractor(s) utilized to fulfill any and all obligations under resulting contracts.

Moreover, if the contractor fails to make proper delivery within the time specified or if the delivery is rejected by the Municipality, the Municipality may obtain such commodities or any part thereof from other sources in the open market or on contract. Should the new price be greater than the contract price, the difference will be charged against the contractor. Should the new price be less, the contractor shall have no claim to the difference.

SAMPLES

Product samples may be required by individual towns/fire companies and must be provided **free of charge**. Bidders shall state if such samples must be returned. It is expected that all subsequent deliveries shall have at least the same material quality as the accepted bid sample.

SPECIAL INSTRUCTIONS TO VENDOR/MANUFACTURER FOR CLOTHING

BIDDER TO MEASURE EACH FIREFIGHTER FOR PROPER FIT, TIME AND PLACE TO BE DETERMINED BY THE FIRE CHIEF. BIDDER MUST BE A CONNECTICUT AUTHORIZED DEALER.

II. QUESTIONNAIRE REQUIRED INFORMATION AND EXCEPTIONS

The bid includes a questionnaire requesting basic company contact information as well as references. Because this is a catalog discount bid, we are requesting the discount information be provided as part of the questionnaire submission.

In addition to the questionnaire questions, you must answer the "Requested Data" section. This is a series of yes/no or True/False questions. Each Compliance / Exception question is in the following format: "Do you comply with the _____ section?" and is a Yes/No answer. The specific information for those sections is below with the appropriate heading for each. If some catalogs meet requirements and others don't, please note that in the comments of the questionnaire and upload the exception information.

If you answer "no" to any of the questions, please upload "Exception Information" documentation in PDF format. ***Any and all exceptions to the specifications must be clearly stated.***

PROTECTIVE CLOTHING SPECIFICATIONS

CERTIFICATION & WARRANTY

The manufacturer of the protective clothing being bid must certify that the garments being offered meet or exceed all requirements of NFPA #1971 (Latest Edition). Manufacturer must also list and label this product with Underwriter's Laboratories as the third party certification organization prescribed in NFPA 1971 (Latest Edition). Certification shall include, by definition, 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.

LABELS

Labels shall be permanently and integrally printed onto breathable materials that meet all the requirements for labels of NFPA Standards 1971 (latest edition), in addition, the label (as provided in the garment), shall meet the NFPA vertical flammability tests. The garment shall be clearly labeled to fully identify the material content of every layer: outer shell, moisture barrier, and thermal liner. In addition, each separable layer of garment shall be labeled with the FEMSA (copyrighted) warning label in an obvious location.

Additionally, the label(s) shall include the following information:

- ☐ Compliance with NFPA Standard #1971, Latest Edition
- ☐ Underwriters Laboratories classified mark
- ☐ Manufacturer's name
- ☐ Manufacturer's address
- ☐ Manufacturer's garment identification number
- ☐ Date of manufacture
- ☐ Size
- ☐ Fiber contents

CARE INSTRUCTIONS

Successful manufacturer to provide the FEMSA (copyrighted) Official User Information Guide. This material to be packaged with each garment along with a summary sheet describing garment specifications, sizing and production details. This written information is to be in complete compliance with all NFPA guidelines, and to reference same. Topics shall include, but shall not necessarily be limited to: User Cautions, Cleaning Instructions, Doffing and Donning Instructions, Maintenance Criteria, Repairs/Customer Changes, Warranty Information, Size, Fit and Protective Overlap Requirements, Safety Considerations, Storage Conditions, Decontamination Considerations, Retirement Considerations, etc.

TRACEABILITY PROGRAM

Successful bidding manufacturer to have in place a computer-maintained traceability program that allows the assignment of a production control number to each garment and traceability from that production control number down to individual bolts of cloth used in all three layers of the garment's composite construction. Production Control 4 to be recorded on garment label and on other protected areas of the garment.

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 United States of America or foreign letters patent resulting from Buyer's use of the goods 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 proceedings against 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 the seller.

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

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.

STANDARDS

Any protective ensembles offered as a result of this Invitation to Bid must be constructed and tested in accordance with the following nationally/federally promulgated standards:

- | | | |
|--------------------------|---------------------------------------|--|
| <input type="checkbox"/> | NFPA 1971/Latest Edition and Revision | Firefighters Protective Apparel |
| <input type="checkbox"/> | 29 CFR 1910.156 | Occupational Safety And Standards: Fire Brigades |
| <input type="checkbox"/> | FED-STD-191-A | Textile Test Methods |
| <input type="checkbox"/> | FED-STD-311 | Leather, Methods Of Sampling and Testing |
| <input type="checkbox"/> | FED-STD-751 | Stitches, Seams And Stitching |

SPECIFICATIONS

Any protective clothing offered as a result of this Invitation to Bid must be constructed in accordance with the following manufacturing specifications:

- | | | |
|--------------------------|--------------|---|
| <input type="checkbox"/> | NUL-B-286 | Button, Tack and Tack Button |
| <input type="checkbox"/> | NEL-C-10750 | Coat, Firemen's |
| <input type="checkbox"/> | NHL-C-43774 | Cloth, Aramid, Plain Or Rip-Stop Weave |
| <input type="checkbox"/> | NHL-F-10884 | Fasteners, Snap |
| <input type="checkbox"/> | MIL-T-441 00 | Fastener Tapes, Hook And Pile, Synthetic |
| <input type="checkbox"/> | NEL-T-83193 | Thread, Aramid, Spun |
| <input type="checkbox"/> | NEL-T-3091 | Trousers, Firemen's |
| <input type="checkbox"/> | GRF-KKL-271 | Leather, Cattlehide, Strap Vegetable Tanned |

REPAIRS/ALTERATION SUPPORT

Successful bidding manufacturer to provide, free of charge, reasonable quantities of NFPA certified thread, materials, etc. to allow the department to manage its ongoing maintenance efforts. Also, successful bidding manufacturer shall have on-call, at no charge and during normal business working hours, a liaison for the repair department to assist the Fire Department on a telephone consultation basis, on any maintenance/repair questions that may arise. Additionally, successful bidding manufacturer will agree to expedite, on their cost only basis, any repairs required to be done at the manufacturer plant, rather than in department, over the life of the contract.

PROTECTIVE ACCESSORIES SPECIFICATIONS

INSULATED BUNKER BOOTS

CONSTRUCTION

Boots shall be black with a light color toe cap, sole, and striped mid-boot and shall be equipped with steel sole protection and strong pull-up loops. The boots shall be insulated shoe fit with a flat, lugged bottom sole, and shall have a Kevlar/Nomex lining.

MEASUREMENTS/SIZES

Bidders must stock a wide variety of whole and half sizes and widths for both men and women. Upon forty-eight (48) hours notice, the awarded vendor will measure Fire personnel needing replacement boots and must inventory assorted sizes to try on. The awarded vendor must coordinate fittings with all participating fire stations. This will take place at such locations as indicated on each authorizing purchase order. **All bidders must include a statement with their bid certifying their ability to adequately service the towns with respect to measuring/fitting Fire personnel for replacement boots offered. Sizes shall be given at the time an order is placed.**

HOODS

The following specifications shall apply to all Hoods described below. If conflicting information should appear under individual style descriptions, the individual language shall govern.

STYLE

The hood shall extend below the collarbone, long bib style.

MATERIAL

The hood shall be made of knitted PBI (Aramid) and shall be sewn with PBI thread.

CONSTRUCTION

The hood shall be constructed of two (2) layers of PBI with the face aperture and boot fully hemmed with a single seam.

SIZE

All hoods shall be "one-size fits all".

GLOVES

INTENT

The intent of this specification is to provide the firefighters with a work glove that provides the utmost flexibility to unbutton coats, turn radio knobs, etc., without removing the glove. Tabbed fingers and wrists are desired for this reason; however, if other methods of construction provide flexibility equivalent to or greater than the specified construction, indicate such as part of your noted exception.

The materials specified were chosen due to their moisture retaining (glove) and moisture releasing (liner) properties. In addition, the glove material was chosen as it is puncture resistant, and the stitching will therefore not destroy the integrity of the glove. If other materials have properties that meet or exceed the intent of this specification, indicate such as part of your noted exception.

CONSTRUCTION

Gloves shall be fire-retardant, heavy-brushed pig skin with porelle moisture barrier, gunn cut, flame retardant lining, sewn with lock stitch Kevlar thread, and shall have a flame resistant Nomax wristlet.

SAFETY

Gloves shall meet OSHA regulations for hand protection.

SIZES

To be made available in XS (Ladies Cut), S, M, L, XL, XXL, XXXL.

HELMETS***MARKINGS-OPTIONAL***

If required, all helmets delivered shall be identified with an affixed unique serial number located inside the dome of the helmet. This number will be used for warranty, helmet assignments, and maintenance record keeping purposes. The number shall be mechanically printed and be at least 3/16" high. The use of hand written numbers or stick on numbers shall not be acceptable. All helmets shall be provided with a label listing the UL approval file number.

INFORMATION BOOKLETS

All helmets shall be provided with the NFPA required information and maintenance booklet, attached to the helmet in such a way that it cannot be worn without the booklet's removal.