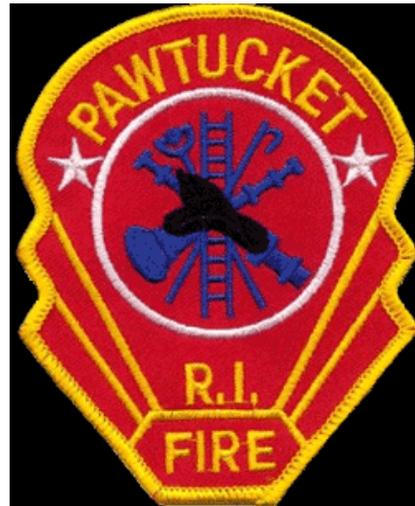


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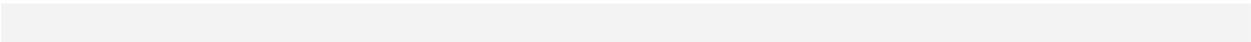
Pawtucket Fire Department

REQUEST FOR PROPOSALS



13-005
**Self-Contained Breathing Apparatus,
Firefighter Locator Distress Alarm and Air
Station**

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1.0 - Bid/Solicitation Information

Schedule

Pre-Bid/Proposal Conference: No Yes

Requests for Further Information:

March 7, 2013 at 10:00 AM

Requests for information or clarification must be made electronically to the attention of:

David Clemente - Purchasing Agent

E-mail: dclemente@pawtucketri.com

Please reference the RFP / LOI number on all correspondence. Answers to questions received, if any, will be posted on the internet as an addendum to this bid solicitation.

RFP Submission Deadline:

March 14, 2013 at 3:00 PM

Late submittals will not be considered.

Proposals must be mailed or hand-delivered in a sealed envelope **marked with the RFP/Bid # and Project Name** to:

Pawtucket City Hall - Purchasing Office

137 Roosevelt Avenue

Pawtucket, RI 02860

Bonds/Surety Required

Surety Bond: No Yes

Bidder is required to provide a bid surety in the form of a bid bond or certified check payable to the City of Pawtucket in an amount not less than five percent (5%) of the bid price.

Fidelity Bond: No Yes

Performance Bond: No Yes

The successful bidder will be required to furnish all insurance documentation as outlined in the attached Purchasing Rules & Regulations and General Terms & Conditions of Purchase.

Miscellaneous

The bid process and resulting contract are subject to the Rules and Regulations and General Terms and Conditions of Purchase. Submission of a bid in response to this solicitation is acknowledgement and acceptance of these Rules and Regulations and General Terms and Conditions of Purchase.

The City of Pawtucket reserves the right to award on the basis of cost alone, accept or reject any or all bids, and to act in its best interest including, but not limited to, directly negotiating with any vendor who submits a proposal in response to this RFP and to award a contract based upon the results of those negotiations alone. Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further. The City of Pawtucket may, at its sole option, elect to require presentations(s) by bidders clearly in consideration for award.

2.0 - Instructions and Notifications to Bidders

- It is the vendor's responsibility to examine all specifications and conditions thoroughly, and comply fully with specifications and all attached terms and conditions. Vendors must comply with all Federal, State, and City laws, ordinances and regulations, and meet any and all registration requirements where required for contractors as set forth by the State of Rhode Island. Failure to make a complete submission as described herein may result in a rejection of the proposal.
- All costs associated with developing or submitting a proposal in response to this Request, or to provide oral or written clarification of its content shall be borne by the bidder. The City of Pawtucket assumes no responsibility for these costs.
- A submittal may be withdrawn by written request to the Purchasing Agent by the proposer prior to the stated RFP deadline.
- Prior to the proposal deadline established for this RFP, changes may be made to a proposal already received by the City if that vendor makes a request to the Purchasing Agent, in writing, to do so. No changes to a proposal shall be made after the RFP deadline.
- Proposals are considered to be irrevocable for a period of not less than ninety (90) days following the opening date, and may not be withdrawn, except with the express written permission of the Purchasing Agent. Should any vendor object to this condition, the vendor must provide objection through a question and/or complaint to the Purchasing Agent prior to the proposal deadline.
- All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
- The vendor has full responsibility to ensure that the proposal arrives at the Purchasing Division Office prior to the deadline set out herein. The City assumes no responsibility for delays caused by the U.S. Postal Service or any other delivery service. Postmarking by the due date will not substitute for actual receipt of response by the due date. Proposals arriving after the deadline may be returned, unopened, to the vendor, or may simply be declared non-responsive and not subject to evaluation, at the sole discretion of the Purchasing Agent. **For the purposes of this requirement, the official time and date shall be that of the time clock in the City of Pawtucket's Purchasing Office.**
- It is intended that an award pursuant to this Request will be made to a prime contractor, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered, but subcontracts are permitted, provided that their use is clearly indicated in the bidder's proposal, and the subcontractor(s) proposed to be used are identified in the proposal.
- Bidders are advised that all materials submitted to the City of Pawtucket for consideration in response to this Request for Proposals shall be considered to be public records as defined in Title 38 Chapter 2 of the Rhode Island General

Laws, without exception, and may be released for inspection immediately upon request once an award has been made.

- Vendors are responsible for errors and omissions in their proposals. No such error or omission shall diminish the vendor's obligations to the City.
- The City reserves the right to reject any or all proposals, or portions thereof, at any time, with no penalty. The City also has the right to waive immaterial defects and minor irregularities in any submitted proposal at its sole discretion. All material submitted in response to this RFP shall become the property of the City of Pawtucket upon delivery to the Purchasing Agent.
- There is no official, public opening of proposals. The City asks that companies refrain from requesting proposal information concerning other respondents until an intention to award is determined, as a measure to best protect the solicitation process, particularly in the event of a cancellation or re-solicitation. Proposal materials become public information only after a contract is awarded.

3.0 - Overview

The City of Pawtucket's Fire Department is seeking pricing from a factory authorized distributor of Self-Contained Breathing Apparatus, Firefighter Locator Distress Alarms and Air Stations.

4.0 - Scope of Work

Scope Detail

Self-Contained Breathing Apparatus

All equipment provided must meet NFPA 1981. 2007 Edition SCBA 4.5.

One (or more) open circuit, self-contained breathing apparatus consisting of the following major sub-assemblies:

1. Cylinder and valve assembly for storing breathing air under pressure;
2. Full face piece assembly;
3. An automatic dual path redundant pressure reducing regulator;
4. A removable, face piece-mounted, positive pressure breathing regulator with air-saver switch, low-pressure alarm and purge valve;
5. A harness and one-piece aluminum version" back frame section supporting the equipment on the body of the wearer;
6. A shoulder strap mounted, remote gauge indicating cylinder pressure;
7. A heads-up display (HUD) redundant low-pressure alarm;
8. A rapid intervention crew/universal air connection (RIC/UAC); and
9. Certified to the NIOSH Chemical, Biological, Radiological and Nuclear (CBRN) standard.

Cylinder & Valve Assembly Type and Requirements

The cylinder threads shall be straight with an O-ring or quad-ring gasket type seal. The cylinder valve shall be a "fail open" type, constructed of forged aluminum and designed such that no stem packing or packing gland nuts are required. It shall contain an upper and lower seat such that the pressure will seal the stem on the upperseat, thus preventing leakage past the stem. No adjustment shall be necessary during the life of the valve.

The cylinder valve outlet shall be a modification of the Compressed Gas Association (CGA) standard threaded connection number 346 for breathing air (Proposed CGA connection No. 347) with a tri-lobe ergonomically designed hand-wheel.

The valve shall be constructed such that damage will not occur if the coupling is over-torqued by hand. Each cylinder valve shall consist of the following:

1. A hand activated valve mechanism with a spring-loaded, positive action, ratchet type safety lock and lock-out release for selecting “lock open service” or “non-lock open service”;
2. An upstream connected frangible disc safety relief device;
3. A dual reading pressure gauge indicating cylinder pressure at all times;
4. An elastomeric bumper;
5. An angled outlet. Each cylinder and Valve assembly shall be equipped with a hanger bracket for positive locking attachment of the assembly to the backframe.

SCBA 4.5

The Self Contained Breathing Apparatus (SCBA) shall maintain all NIOSH and NFPA standards with any of the following types of cylinders listed as provided by the SCBA manufacturer.

Carbon Cylinders

The cylinder shall be manufactured in accordance with DOT specifications and have a working pressure of 4500 psig. The cylinder shall be lightweight, composite type cylinder consisting of an aluminum alloy inner shell, with a total over wrap of carbon fiber, fiberglass and an epoxy resin. must be of 30 minute duration.

Face piece Assembly

The full-face piece assembly shall fit persons of varying facial shapes and sizes with minimal visual interference. It Shall be available in three color-coded sizes and maintain NIOSH certification of the respirator regardless of the size Used. The face seal shall be constructed of a blend of proprietary material and be secured to the lens by a U-shaped channel frame that is retained to the lens using two fasteners. A detachable bayonet-style mounting adapter for the voice amplifier shall be installed at the factory.

The lens shall be a single, replaceable, modified cone configuration constructed of a non-shatter type polycarbonate material and shall meet the impact and penetration requirements of a face shield as specified in ANSI Z87.1 paragraphs 5.2.8.1 and 5.2.8.2, it shall have a silica based coating to resist abrasion and chemical attack and meet the requirements of NFPA-1981, for lens abrasion. The Lens shall have an anti-fog coating to reduce fogging of the lens.

The face piece shall have a large diameter inlet serving as the female half of a quarter (1/4) turn coupling which mates with the positive pressure breathing regulator. Multi-directional voicemitters shall be lens mounted on both sides of the facepiece lens and ducted directly to an integral silicone nosecup to enhance voice transmission. The voicemitters, ducts, and nosecup shall be easily removable without the use of tools. The facepiece shall a minimum of three sizes of nosecups.

The head harness shall be a six-point quad suspension made in the fashion of a net hood to minimize interference between securing of the facepiece and the wearing of head protection and be constructed of a para-aramid material.

Two flame resistant elastic straps, attached to the face seal in four locations, shall provide adjustment for proper face sealing.

Pressure Reducer

The pressure-reducing regulator shall be mounted on the backframe and be coupled to the cylinder valve through a short length of internally armored high pressure hose with a hand coupling for engagement and sealing within the cylinder valve outlet. In lieu of a manual by-pass, the pressure-reducing regulator shall include a back-up pressure-reducing valve connected in parallel with the primary pressure reducing valve and an automatic transfer valve for redundant control. The back-up pressure reducing valve shall also be the means of activating the low-pressure alarm devices in the facepiece-mounted breathing regulator. This warning shall denote a switch from the primary reducing valve to the back-up reducing valve whether from a malfunction of the primary reducing valve or from low cylinder supply pressure.

A press-to-test valve shall be included to allow bench testing of the back-up reducing valve. The pressure-reducing regulator shall have extended temperature range dynamic O-ring seals composed of fluorosilicone elastomer. The pressure reducing regulator shall have incorporated a reseatable over-pressurization relief valve which shall prevent the attached low pressure hose and facepiece-mounted breathing regulator from being subjected to high pressure.

A standard dual-outlet manifold shall also have provision for connection of an optional airline supply for extended duration use while reserving the cylinder supply for egress. The airline supply hose length shall be up to 300 feet and require an inlet pressure range of 60 to 115 psig, depending on the length of supply hose used. A check valve within the outlet manifold shall prevent the external release of cylinder air in the event the airline supply is either not used or disconnected. Switching from airline supply to cylinder supply shall be accomplished manually by the user, by opening the cylinder valve to prevent inadvertent use of the cylinder supply without the user's knowledge. The outlet manifold shall also contain a second outlet port capable of being fitted with an auxiliary supply hose to support a second breathing regulator for the purpose of rescue only. The auxiliary hose shall be located on the primary wearer's right shoulder and be terminated with a female quick connect fitting which can be easily connected and disconnected by trained individuals with a gloved hand and/or in low light conditions. The coupling shall also be guarded against inadvertent disconnect during use of the equipment. When operated in this mode, supplying two breathing regulators, the primary wearer's pressure reducer shall be capable of simultaneously supplying each regulator with a flow of at least 200 liters per minute while maintaining positive pressure in the respective facepieces.

Emergency Breathing Safety System shall be available in-lieu of the optional airline supply and shall have one of each of the following requirements; (1) a manifold with one each of a female socket and male plug, both of which have check valves, (2) 40" minimum low-pressure hose, (3) a containment system with means of attaching the manifold to the waist belt with a ¼-turn action, (4) a pouch for storing the hose, and (5)

a dust cap for the female socket and male plug. The Dual EBSS system shall be on the wearer's left side and shall be capable of allowing for six (6) feet of hose between like systems.

The manifold shall be made of aluminum and be anodized black. The female socket and male plug shall have spacing, no less than 15° off-center. The female socket shall have a double action to disengage, noted as a "pushin/pull-back". The female socket shall have an internal check valve. The male plug shall have an external check valve. The hose shall be made of high temperature rubber capable of sustaining a maximum 250 psig of pressure.

The containment system shall include a pouch and shall be made of para-aramid materials and shall be capable of storing 36" of hose. The pouch shall be attached to the SCBA by pull-the-dot fasteners.

Rapid intervention crew/Universal Air connection (ric/UAc)

The SCBA shall incorporate a RIC/UAC fitting to be compliant with the 2007 edition of the NFPA 1981 Self-Contained Breathing Apparatus standard. The RIC/UAC shall be an integral part of the high-pressure hose that attaches the cylinder valve to the first stage pressure reducer. The RIC/UAC inlet connection shall be within 4" (4-inches) of the tip of the CGA threads of the cylinder valve. The RIC/UAC shall consist of a connection for attaching a high-pressure air source and a self-resetting relief valve allowing a higher pressure than that of the SCBA to be attached to the SCBA. The RIC/UAC shall have a check valve to prevent the loss of air when the high-pressure air source has been disconnected.

Facepiece-Mounted Positive Pressure regulator

The facepiece-mounted positive pressure-breathing regulator shall supply and maintain air to the facepiece to satisfy the needs of the user at a pressure greater than atmospheric by no more than 1.5 inches of water pressure static. The breathing regulator shall maintain this positive pressure during flows of up to 500 standard liters per minute. The regulator shall also meet or exceed a dynamic flow requirement of remaining positive while supplying a minute volume of 160 liters.

The breathing regulator shall have attached a low pressure hose which shall be threaded through the left shoulder strap to couple to the pressure reducing regulator mounted on the backframe. A regulator must be available with a quick connect coupling in line for use with the outlet manifold and accessory hose to allow the breathing regulator to be disconnected from the unit and reconnected to the auxiliary hose of a second unit in the event rescue is required. The quick connect coupling shall be easily connected and disconnected by trained individuals with a gloved hand and/or in low light conditions. The coupling shall also be guarded against inadvertent disconnect during use of the equipment. The low-pressure hose shall be equipped with a swivel attachment at the facepiece mounted regulator.

The breathing regulator outlet port shall be configured as the male half of a quarter (1/4) turn coupling which mates with the facepiece and shall be equipped with a doughnut-shaped gasket which provides the seal against the mating surface of the facepiece. The regulator cover shall be fabricated of a flame resistant, high impact plastic. The

breathing regulator shall also have an integral low-pressure alarm device that shall combine an audible alarm with simultaneous vibration of the facepiece. This alarm device shall indicate either low cylinder pressure or primary first stage regulator failure. The breathing regulator shall have a demand valve to deliver air to the user, activated by a diaphragm responsive to respiration. The demand valve shall use an extended temperature range dynamic O-ring seal composed of a fluorosilicone elastomer. This diaphragm shall include the system exhalation valve and shall be constructed from a high strength butyl elastomer.

A purge valve shall be situated at the inlet of the breathing regulator and shall be capable of delivering airflow of between 125 and 175 standard liters per minute. The breathing regulator shall be arranged to direct the incoming air over the inner surface of the facepiece for defogging purposes. The components of the breathing regulator shall be constructed of materials that are not vulnerable to corrosion. The flame resistant cover shall contain an air saver switch and pressure demand bias mechanism. It shall reactivate and supply air only in the positive pressure mode when the wearer affects a face seal and inhales. This device shall not affect the breathing flow through the system while in operation.

End-of-Service Indicators

The SCBA shall have two end-of-service (EOS) indicators. The primary EOS shall be the integral low-pressure alarm device that shall combine an audible alarm with simultaneous vibration of the facepiece. The primary EOS shall be located in the facepiece-mounted Positive Pressure Regulator.

The HUD shall serve as the secondary EOS indicator. It shall be mounted in the user's field of vision on the second stage regulator. It shall display one-quarter bottle increments including full bottle pressure and continuing to 25% of maximum bottle pressure. The display shall not have a numerical representation of bottle pressure. At one-half bottle pressure, one "yellow" LED shall be illuminated and flash at a rate not to exceed one (1x) time per second. At one-quarter bottle pressure, one "red" LED shall be illuminated and flash at a rate not to exceed ten (10x) times per second. The HUD shall have a low battery indication that is distinct and distinguishable from the bottle pressure indications.

Control Console with Heads-Up Display (HUD)

The pressure gauge shall be an integral part of the control console assembly. The control console shall come with a mechanical (analog) pressure gauge that is angled at 30°. The control console shall contain a photo sensing diode to dim and brighten the HUD as the light environment changes. The HUD shall operate on two "AA" batteries that are located in the control console assembly. The battery life of the SCBA with HUD only shall be no less than 200 hours.

The HUD shall be intrinsically safe per ANSI/ UI 913 Class I, Groups C and D, Class II, Groups E, F, and G, Hazardous locations and certified to CAN/CSA Std C22.2 No. 57-92 when operated on two AA alkaline batteries.

Harness - One-Piece Aluminum Version

A lightweight, lumbar support style backframe and harness assembly shall be used to carry the cylinder and valve assembly and the pressure reducing regulator assembly. The backframe shall be a solid, one-piece black powdercoated aluminum frame that is contoured to follow the shape of the user's back. The backframe shall include a mounting for the pressure reducer. This mounting shall contain a slide-type bracket permitting positioning of the pressure reducer to accommodate connection to either an angled or straight-type cylinder valve.

The backframe shall include an over-the-center, adjustable tri-slide fixture, a paraaramid strap and a double-locking latch assembly to secure 30, 45 or 60 minute cylinders. The harness assembly shall consist of a one size black paraaramid strap with a yellow stripe. This harness shall include box-stitched construction with no screws or bolts. The harness assembly shall incorporate parachute-type, quick-release buckles and shall include shoulder and hip pads.

The harness shall include a seat-belt type waist attachment. The shoulder strap shall be fitted with a Drag Rescue loop (DRI) capable of being deployed in an emergency situation to drag a downed firefighter to safety. The one piece aluminum backframe should include integrated donning/carry handles. The handles shall allow the user to easily don the SCBA in the "over-head" style and also allow the user to carry the SCBA. The backframe shall include accommodation and mounting spaces suitable for installation of a distress alarm integrated with the SCBA. These mounting spaces shall permit installation of an alarm sensor module in an area between the cylinder hanger locking mechanism and the backframe.

Voice Amplifier

The respirator shall have a facepiece-mounted voice amplification device to electronically project the user's voice.

The device shall weigh no more than 5.6 ounces 161 (grams) and its size shall not exceed the following dimensions: length: 3.50 in.; (8.89 cm); width: 2.0 in. (5.08 cm); depth (extension from voicemitter): 1.75 inches (4.44 cm).

The voice amplification device shall be mounted to the facepiece by means of a bracket that is secured around the voicemitter of the facepiece. The device shall contain a bayonet-style mounting adapter that enables the user to insert the voice amplifier into the bracket and secure it with a quarter-turn counterclockwise when it shall lock into place. The device shall contain a thumb latch to permit removal when it is pressed and the device is rotated a quarter-turn clockwise.

The device shall contain a momentary on/off switch with a tactile indication and audible click when depressed. The switch shall be covered with a sheath made of a silicone material. The device shall contain an IED which illuminates green when the device is activated and flashes once per second when a low battery condition (approximately 2 hours of battery life remaining) is present. The IED shall be visible to the user while wearing a facepiece.

The device shall contain an automatic shut down mechanism that deactivates the voice amplifier approximately 20 minutes after last use. Designed to conserve battery life

when a user forgets to turn off the voice amplifier, the voice amplifier shall be reactivated after shut down by pressing the on/off switch.

The device shall be powered by three AAA alkaline batteries, which shall permit up to 20 hours of continuous operation (based on 25% transmit; 75% non-transmit) with a fully- charged battery. The batteries shall be contained in a gasketed compartment secured in place by means of a fastener. The door of the battery compartment shall be user-replaceable.

The microphone shall be located on the surface of the bayonet mounting adapter and voice projection shall be facilitated by means of a circular gasket that seals the device to the communications mounting bracket.

Distress Alarm Integrated with ScBA (And PASS device)

The distress alarm shall be capable of integration with a NIOSH certified self-contained breathing apparatus, and this integrated SCBA and distress alarm system shall retain NIOSH certification. The system shall meet all requirements of NFPA-1982 Standard on Personal Alert Safety Systems (PASS), 2007 Edition. Operation of this distress alarm shall be initiated with the opening of the valve of an SCBA charged cylinder. A visual indication of automatic mode activation shall consist of a green flashing IED on the system's control module.

Sensor Module

The system shall include a sensor module mounted to the SCBA backframe and located in an area between the cylinder and backframe in a manner designed to protect the assembly from damage. The sensor module shall contain dual sound emitters for the audible alarm and dual visual "buddy" indicators. The sensor module shall operate on six "AA" batteries that are located in the control console assembly. The battery life of the SCBA with PASS only shall be no less than 200 hours.

The visual indicators shall flash as follows; 1) when the device is in pre-alert as defined by NFPA 1982, 2007 Edition; 2) when the device is in full-alert as defined by NFPA 1982, 2007 Edition; and 3) when the SCBA has reached ¼-bottle pressure as defined by 42 CFR.

Intrinsically Safe

The distress alarm system shall be listed as intrinsically safe in accordance with ANSI/ UI 913 Class I, Groups C and D, Class II, Groups E, F.

Firefighter Locator Distress Alarm (SCBA Integrated)

The Firefighter Locator distress alarm shall consist of two components; one that is a transmitter integrated into the SCBA and the other that is a hand-held receiver.

The integrated component shall be capable of incorporation into a NIOSH certified self-contained breathing apparatus. The SCBA shall retain NIOSH certification and NFPA compliance when the transmitter is installed. The integrated component shall meet all requirements of NFPA-1982 Standard on Personal Alert Safety Systems (PASS), 1998 Edition.

Integrated Component

Operation of integrated portion of the Firefighter Locator distress alarm shall be initiated by either opening of the valve of an SCBA cylinder charged to a minimum pressure of 125 psig or by pressing the “firefighter-down” button and then double clicking the “reset” button. A visual indication of activation shall consist of a green flashing LED on the system’s control module.

Dual Alarms

The integrated component shall incorporate dual visual and audible alarms, which shall be activated in a pre-alarm mode when the system remains motionless for approximately 20 seconds. A full alarm shall be activated in the event the system remains motionless for approximately 30 seconds along with a 500hz audible signal. Visual signals shall consist of a green LED when the system is in operation and red flashing LEDs to indicate pre-alarm mode, full alarm mode and a low battery condition. The system’s LED signals shall be situated on a control console assembly mounted on the user’s right shoulder strap. The system shall have a visual LED indicator to check the battery condition while the system is not in use.

The “firefighter-down” alarm signal shall be generated in a frequency range of 1 kHz to 4 kHz and consist of three primary frequencies. Sound pressure level shall be >95 dBA. The Pre-alarm signal shall be in a frequency range of 1 kHz to 2 kHz and consist of two primary frequencies, the sound pressure level shall increase in two distinct steps from 60 to >100 dBA.

Control Module

The pressure gauge shall become an integral part of the control module assembly. The control console shall come with a mechanical (analog) pressure gauge that is angled at 30 degrees. The control module assembly shall contain push buttons for manual operation of the integrated component. A yellow color-coded push button shall permit system reset; a red color-coded push button shall permit manual activation of the full alarm mode.

Both push buttons shall be recessed to minimize accidental activation. The integrated component shall feature a “hands-free” reset capability that may be activated by means of a slight movement of the SCBA when the system is in a pre-alert mode. Cables connecting the control console assembly and sensor module assembly shall be capable of withstanding approximately 150 pounds of tension.

The control console shall contain a edge lit pressure gauge that requires no action by user to turn on Except open the cylinder valve. It shall also contain a photo sensing diode to dim and brighten the HUD As the environment changes.

Sensor Module

The sensor module shall contain a secondary component that will transmit a signal when the unit is in “firefighterdown” alarm. This signal shall be capable of being received by a separate hand-held receiver.

Hand-Held Receiver

The hand-held device shall contain a receiver and be designed for firefighting applications such as search and rescue of a downed or trapped firefighter.

The housing shall be red in color and constructed of a polymer material, suitable for use in high-heat environments and fire ground applications. The housing shall consist of a compartment enclosing the receiver.

The head of the housing shall be integrated into an approximately 6-inch long ergonomically designed handle, designed to house a battery pack. The handle shall be designed for gloved-hand operation with an anti-slip grip. The base of the handle shall consist of a threaded and gasketed cover to permit user access to the battery compartment for the purpose of inserting or removing the battery pack. The base of the cover shall include a molded connection point for attachment of a neck/shoulder strap or similar device. The device shall have means to recharge the battery (NiMH) while installed in the hand-held receiver.

The complete weight of the hand-held receiver, with battery pack installed, shall be 2.2 pounds (.997g). The overall dimensions of the hand-held device shall be 5 X 5 X 11.25 inches. (12.7 x 12.7 x 28.57 cm).

Display

The hand-held receiver shall include a large 2.38-inch (6.04 cm), two line x 16 digit LCD and two digit LED display.

The display shall have an exterior protective cover that is hard coated and designed to reduce glare.

Controls and Icons

The hand-held receiver shall contain two gloved-hand accessible push-type control buttons to operate all functions.

These functions shall include on/off, scrolling, and searching. All buttons shall be designed to prevent accidental shut-off. The hand-held receiver shall include an LCD to display integrated transmitters that are transmitting and which specific transmitter is being tracked, and an LED indicating signal strength of the transmitter being tracked.

High intensity graphical bars incrementally illuminate when signal strength is greater than 50. Additional LED shall include a "Low Bat" alert, which shall alert the user to a low battery condition when approximately 20% of battery life remains.

Power Source and Battery Pack

The hand-held receiver shall be powered by a single rechargeable nickel-metal hydride battery pack or six disposable AA batteries. Use of nickel-metal hydride batteries shall provide approximately six hours of continuous operation. Use of AA batteries shall provide approximately two hours of continuous operation AA batteries shall be secured in a cartridge battery pack fixture designed for quick and easy insertion into The battery compartment.

Truck Charging System

The hand-held receiver shall be available with a truck charging system (TCS) suitable for mounting in a vertical position inside an apparatus or on a wall. The TCS shall be designed to securely retain the hand-held receiver when not in use and to recharge the battery inside the hand-held device handle.

The TCS shall be supplied with connections for either a 110 VAC or 12 VDC power supply, and shall be capable of recharging a depleted battery pack in approximately two hours.

The TCS shall be designed in such a way that a user with gloved hands may mount or dismount a hand-held receiver into the fixture.

The TCS shall be capable of satisfying the NFPA Standard for Automotive Fire Apparatus specified in NFPA 1901, Current Edition. The system shall be capable of withstanding forces of 9-Gs (longitudinally) and 3-Gs (from other directions), while securely retaining the hand-held receiver.

Intrinsically Safe

The Firefighter Locator's hand-held receiver has IS Division II (UL 1604); Atex Zone 2 (EN60079-0 & EN 60079-15).

The Firefighter Locator's personal transmitter has IS Division I (UL 913); Atex Zone 0 (EN 50014 & EN 50020) , and G, Hazardous locations.

Compatibility

Currently the Pawtucket Fire Department has an existing inventory of air bottles, two (2) air stations and surrounding mutual aid communities that it must be compatible with. The systems proposed must be able to accept these types of bottles. These bottles are 4.5 psig carbon cylinders with 30 minute air time.

10 H.P. 6000 PSI Stationary Breathing Air Compressor Station

The system shall be designed to tie into the air storage/charge station module. This document describes the minimum requirements for a complete breathing air compressor. The system shall be modular and capable of being supplied as one vertical module as specified herein. The ability to separate the compressor module from the charge station is for operator safety.

Air Compressor

Maximum Pressure continuous duty is 6000 PSI/413bar

Compressor shall be a four stage.

Compressor shall be lubricated by differential pressure / controlled splash.

Compressor shall be air-cooled.

Enclosed all metal fan-blade guard.

Flywheel shall be precision-balanced and fan-bladed for excellent cooling capacity.

Compressor shall be constructed in a W design for low vibration and balanced rod load.

Ductile iron connecting rods for high strength.

Compressor crankcase shall be constructed from top grade Aluminum Alloy eliminating excessive weight.

Two crankcase covers for quick and easy main bearing replacement and access to crankshaft and connecting rods.

Crankshaft shall be ductile iron and counterbalanced with large diameter throw for low bearing loads, high strength and long life.

Compressor shall be constructed with cast iron cylinders.

Cylinders shall have finned aluminum heads for superior heat dissipation.

Compressor shall have piston rings on all pistons.

Valve housings shall be nickel-plated for corrosion resistance.

Compressor shall have stage pressure gauges, intercoolers, relief valves, and condensate traps after each stage of compression.

Compressor and electric motor shall be mounted with an automatic "V" belt adjusting system.

Compressor assembly shall be enclosed frame with remote air intake. Enclosed frame totally encloses the compressor in a box with sides that are covered with sound foam to help lower the noise. Remote air intake comes with in-line filter housing, proper length hose and adapters to connect to wall piping system.

Stainless steel, disc-in plate valves for long wear, excellent heat resistance and dissipation.

10 HP Purification System

1. The purification system shall consist of a mechanical oil/moisture separator and two chemical purification chambers (total of two). The chambers shall be designed to conform to the ASME code for Unfired Pressure Vessels.
2. Purification chambers shall be constructed in aluminum alloy 6082T6 as its anti-corrosive properties exceed all other chamber materials.
3. Purification system shall process a minimum of 37,000 SCF of air per cartridge set. Purified air shall be measured by the actual weight of Molecular Sieve. Electronic dewpoint (DP) detection shall not be used as a means to claim extended chemical cartridge life.

4. Each purification chamber shall have "Safety Burst Discs" integrated into its base, for maximum safety.

5. CO and dew point sensors shall not be installed in the purification chamber.

Sensors shall be installed downstream of all chambers so the sampled air is representative of that delivered to the B.A. cylinders.

The purification system shall have the following minimum ratings:

1. 6000 PSI working pressure.
2. 4 to 1 safety factor.
3. 5 to 80 SCF minimum flow capacity.
4. 37,000 standard cubic feet of air purified per chemical cartridge set.

AIR COMPRESSOR (10 HP)

1. Charge rate (14cfm)
2. RPM 1680
3. Electric motor shall be 10 HP, single phase 230 volt, 60Hz.

Computerized Control and Monitoring System

All significant functions of the system shall be monitored and controlled by a microprocessor controller.

The operational status will be presented on an annunciator panel. In the event of an out-of-tolerance condition, the "controller" will "alarm" and stop the compressor. The "status" and/or "cause" will be indicated on the annunciator panel. All accumulated times on all significant time sensitive functions will be recorded and displayed on command. The system shall have the following:

CO & Dew Point Monitor

Functions/Parameters Monitored and Controlled

1. Compressor Assembly
 - a. Compressor start/stop (stop - advise normal and alarm abnormal condition)
 - b. Discharge air pressure (stop - advise normal condition)
 - c. Auto condensate drain control (cycle drain function, advise normal condition)
 - d. Auto Drain/Cool Down Cycle ** (on each shutdown, pressure switch or Stop button; advise normal condition)

- e. Oil level and/or pressure (stop, alarm and advise abnormal condition)
- f. Give automatic service status for Air Sample, CO Monitor calibration and Purifier elements.
- g. Multi-level password feature for security.
- h. Downloadable history for diagnostic and performance evaluation.

Cool Down System

The system shall have the capability of dumping all mechanical moisture traps every fifteen (15) minutes during compressor operation. Prior to shutdown, manually or automatically, it shall open and unload all moisture drain valves. It shall run for two to five minutes in order to cool and dry completely purging the system of all accumulated water and oil vapor.

Demand Control

The compressor will automatically respond to air “demand”, keeping the air receivers at full pressure.

2. Purification System

- a. Dewpoint monitoring/control (Constant monitoring) (stop, alarm and advise abnormal condition)
- b. Carbon monoxide monitoring/control (Constant monitoring) (stop, alarm and advise abnormal condition)
- c. Auto condensate drain control (advise status normal condition)
- d. “Purge” control, dumps the air exiting the purifier in order to clear up temporary alarm conditions (advise status normal condition)

3. Housekeeping

- a. Total time on compressor assembly (advise time on command)
- b. Time since compressor service (re-settable, advise time on command)
- c. Time since purification cartridge change (re-settable, advise time on command)
- g. Time on DP monitor cell (re-settable, advise time on command)
- h. Time on CO monitor cell (re-settable, advise time on command)
- i. Automatic calibration notification of CO monitors (advise procedure on command)

4. Alarms (Audio/Visual)

- a. High discharge air temperature - with automatic compressor “STOP”, the upper limit is factory set.
- b. High discharge air carbon monoxide - with automatic compressor “STOP”,
- c. High discharge air moisture (dewpoint) - with a “WARN” to advise a pending filter (purification cartridge) change; an “ALARM” with automatic compressor “STOP”,
- d. Low oil level and/or pressure - with automatic compressor “STOP”.

5. Special Features and Controls

- a. Prolonged run time control. Will stop the compressor assembly when pre-determined continuous run time has been exceeded. An audio/visual alarm and word advise is presented on the abnormal condition. “RESET” is required
- b. Time delay for false alarm recognition. Pre programmed to prevent false alarms from stopping the compressor or initial system setup and on purifier cartridge change.
- c. Demand Control *(In Automatic mode)
- d. “Emergency Stop” control mounted on the main control panel.
- e. Back light control switch on panel.

6. Display

- a. Final Pressure “Storage Full” (up to 5000 PSI)
- b. Discharge Air Temp. Up to 800 0F
- c. Oil Level/Pressure “GO-NO-GO” alarm
- d. Dew Point Level Up to 30 0F, down to minus 100 0F
- e. Carbon Monoxide Level 0 to 200 PPM
- f. Timing Functions Hours and Minutes, calendar date

Calibration Kit for Carbon Monoxide Monitor

Must include a calibration regulator and connection hose assembly, one (1) 20PPM calibration gas cylinder and one (1) Zero PPM calibration gas cylinder, with Material Safety Data Sheets for both. Complete instructions for proper calibration and a protective hard plastic carrying case that houses all kit components. The calibration gas

cylinders volume shall be enough for a minimum of twelve calibrations when used according to the instructions provided.

Containment Fragmentation Shield

1. The charge system shall be a separate module. It shall be designed to safely and efficiently recharge breathing apparatus cylinders (BACs) in a protective containment “chamber” that will contain all fragments in the event of BAC failure. The resulting air blast shall be vented in a harmless direction such that any resultant air or particle flow will not cause injury or collateral damage to persons or property. The containment chamber must have been tested to contain a one hour (90 cu ft) BAC for maximum safety per NFPA 1901.
2. The design of the system shall be such that two BACs are charged within the “chamber” while two BACs are attached and made “ready” on the outside of the “chamber”. When the first two BACs are charged, they shall be rotated out of the “chamber” as the “ready” BACs are rotated into the “chamber”. Once the locks are engaged, the BACs automatically begin filling.
3. The charge adapters shall be the “rigid-fast-attach/quick release” type. The charge adapters shall be mounted 36 inches plus or minus four inches above ground/floor level, to provide an efficient ergonomic operation.
4. The device shall contain safety interlocks such that if the “chamber” is not closed and locked, air will not flow into the BACs. The “chamber” shall automatically lock and unlock by the operation of a single actuation lever. BAC charging shall be accomplished by presetting the air flow-control valve and pressure regulator to the required flow and air pressure and engaging the locks.
5. The control panel shall contain “safety” pressure gauges for air from the compressor, the air storage system, and the BACs being charged. Manual bleed valves shall be integrated into the charging circuit to provide a rapid and safe BAC disconnect.
6. An adjustable pressure regulator shall be provided to select the “charge” pressure for automatic BAC recharging.
7. Safety relief valve shall be incorporated to prevent over charging high pressure BACs. The system shall come with a 6000psi in, 5000 psi maximum out fill pressure regulator.
8. Where automatic control valves are used, manual by-pass valves shall be installed for emergency operation.
9. A “Full System Pressure” outlet port shall be provided at the rear of the control panel for additional devices to be added at any time.

Performance

This performance is based on charging a 30 minute, 4500 PSI, breathing air cylinder (BAC), from 0 to 4500 PSI at a rate not to exceed a pressure rise of 1500 PSI per minute (recommended by all BAC manufacturers). This rate will require three minutes to

fill the BACs. Result must be 100 cylinders completely charged in 2 hours and 34 minutes. This performance analysis shall include the necessary manipulations that are normal for that charge station. Mathematical computation of the compressor charge rate alone is not acceptable.

Manual Cascade Air Control Panel

The cascade air control panel shall be capable of controlling stored air to and from separate banks with only one control valve per bank. The multiple banks shall not intermix regardless of how many panel control valves are in the open position. The panel shall have the following per bank: check valve, pressure gauge, and one storage control valve. Then number of banks is 4.

Fill Adapter

The system should come standard with CGA 346/347 type adapters.

Delivery and Installation

The complete system shall be assembled and tested as a complete system at the factory prior to shipment. A test certificate shall be part of the operation manual (1 set) that shall be shipped with the system.

The system shall be delivered FOB destination.

The system shall be set up, installed, and checked out at the user's destination by the distributor.

On the Bid Form vendors must provide estimated time for delivery of the units (SCBA, Air Station and FLDA's) from the date of issuance of the contract.

Warranty (SCBA)

The unit shall be covered by a warranty providing protection against defects in materials or workmanship. This Warranty shall be for a period of 10 years on the SCBA, except for the pressure reducer, which shall be covered for 15 years. Electronic components shall be warranted for three years. The SCBA shall be certified by NIOSH as conforming to the Code of Federal Regulations, 42 CFR 84. This apparatus, without modification, shall be NIOSH Certified. The apparatus shall meet all requirements of NFPA-1981 Standard on Open-Circuit Self-Contained Breathing Apparatus, 2007 Edition.

Warranty (Air Station and Firefighter Locator Distress Alarms)

The equipment supplied shall be guaranteed to be new, of current design, and free of all defects in material and workmanship for a period of one year, based on prescribed service and maintenance.

Training

Successful bidder agrees to provide, at his own expense, a factory-trained instructor for such time as the Department head shall require for complete instruction in the operation

and maintenance of the apparatus. Any exceptions to these specifications must be detailed in a separate attachment, and failure to do so will automatically disqualify the bidder.

Training shall be provided for the Air Station, SCBA and Distress Alarm Locator system.

A detailed plan must be submitted outlining how the training will be conducted and in what time frame.

5.0 - Insurance

The vendor shall maintain and keep in force such comprehensive general liability insurance as shall protect them from claims which may arise from operations under any contract entered into with the City of Pawtucket, whether such operations be by themselves or by anyone directly or indirectly employed by them.

The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

The City of Pawtucket shall be named as additional insured on the vendor's General Liability Policy.

The vendor shall maintain and keep in force such Workers' compensation insurance limits as required by the statutes of the State of Rhode Island, and Employer's Liability with limits no less than \$500,000.

6.0 - Acknowledgement of Risk & Hold Harmless Agreement

In addition to the indemnity provisions in the City of Pawtucket's Terms and Conditions of Purchase and to the fullest extent permitted by law, the selected vendor, its officers, agents, servants, employees, parents, subsidiaries, partners, officers, directors, attorneys, insurers, and/or affiliates (Releasors) agree to release, waive, discharge and covenant not to sue the City of Pawtucket, its officers, agents, servants or employees (Releasees) from any and all liability, claims, cross-claims, rights in law or in equity, agreements, promises demands, actions and causes of action whatsoever arising out of or related to any loss, damage, expenses (including without limitation, all legal fees, expenses, interest and penalties) or injury (including death), of any type, kind or nature whatsoever, whether based in contract, tort, warranty, or other legal, statutory, or equitable theory of recovery, which relate to or arise out of the Releasors use of or presence in and/or on City of Pawtucket property. The Releasors agree to defend, indemnify and hold harmless the Releasees from (a) any and all claims, loss, liability, damages or costs by any person, firm, corporation or other entity claiming by, through or under Releasors in any capacity whatsoever, including all subrogation claims and/or claims for reimbursement, including any court costs and attorneys fees, that may incur due to Releasors use of or presence in and on City of Pawtucket property; and (b) any and all legal actions, including third-party actions, cross-actions, and/or claims for contribution and/or indemnity with respect to any claims by any other persons, entities, parties, which relate to or arise out of Releasors use of or presence in and on City of Pawtucket property.

The Releasors acknowledge the risks that may be involved and hazards connected with use of or presence in and on City of Pawtucket property but elect to provide services under any contract with the City of Pawtucket with full knowledge of such risks. Releasors also acknowledge that any loss, damage, and/or injury sustained by Releasors is not covered by Releasees insurance. Releasors agree to become fully aware of any safety risks involved with the performance of services under any contract with the City of Pawtucket and any safety precautions that need to be followed and agree to take all such precautions.

The duty to indemnify and/or hold harmless the City of Pawtucket shall not be limited by the insurance required under the City of Pawtucket Terms and Conditions of Purchase.

7.0 - Additional Insurance Requirements

In addition to the insurance provisions in the City of Pawtucket Terms and Conditions of Purchase, the liability insurance coverage, except Professional Liability, Errors and Omissions or Workers' Compensation insurance required for performance of a contract with the City of Pawtucket shall include the City of Pawtucket, its divisions, officers and employees as Additional Insureds but only with respect to the selected vendor's activities under the contract. The insurance required through a policy or endorsement shall include:

- A. a Waiver of Subrogation waiving any right to recovery the insurance company may have against the City of Pawtucket; and
- B. a provision that the selected vendor's insurance coverage shall be primary with respect to any insurance, self insurance or self retention maintained by the City of Pawtucket and that any insurance, self insurance or self retention maintained by the City of Pawtucket shall be in excess of the selected vendor's insurance and shall not contribute.

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal without thirty (30) days written notice from the selected vendor or its insurer(s) to the City of Pawtucket's Purchasing Agent. Any failure to comply with the reporting provision of this clause shall be grounds for immediate termination of the contract with the City of Pawtucket.

Insurance coverage required under the contract shall be obtained from insurance companies acceptable to the City of Pawtucket. The selected vendor shall pay for all deductibles, self insured retentions and/or self insurance included hereunder.

The City of Pawtucket's Purchasing Agent reserves the right to consider and accept alternative forms and plans of insurance or to require additional or more extensive coverage for any individual requirement.

8.0 - Proposal Content and Organization

Pricing must include all costs as specified in this solicitation. Pricing for this proposal must be indicated on the Bid Form in Section 12.0 and must be submitted in a separate, sealed envelope marked with the words "Pricing Proposal". Only one pricing proposal needs to be submitted.

All Bid Forms must be signed.

Vendors must include on the Bid Form a list of at least four (4) references with whom they have contracted to do similar work by including the company name, telephone number, contact person, and number of years they have served this customer. Preferably, references should be municipalities which are of approximate size as the City of Pawtucket, and a website address should be included if available.

Respondents must also include an overview of their company's experience including, but not limited to, the number of years the company has been providing these services, the size of the company (including the number of employees and locations), a description of work undertaken that is similar to what is being requested in this RFP, and, if applicable, certifications that show a knowledge of equipment that would be serviced or provided under this contract.

If any subcontractors are to be used in the performance of any work contracted for under this RFP, please list their name(s), contractor license #, address and phone number, and specific description of the subcontract work to be performed.

Four (4) copies of your proposal, one (1) original and three (3) copies, must be submitted at the time of submission. Proposals must be in the following format:

Bid Form

Company overview

Length of time your firm has been in business

Length of time at current address

All licensing (List types and business license number(s)), certification and permits as required in the Scope of Work

Please state any and all additions, deletions, and exceptions, if any, that you are taking to any portion of this proposal. If not addressed specifically, the City of Pawtucket assumes that the vendor will adhere to all terms and conditions listed in this RFP.

Submission of a proposal is acknowledgement and acceptance of the City of Pawtucket's Purchasing Rules and Regulations and General Terms and Conditions of Purchase.

9.0 - Evaluation Criteria

The evaluation of proposals will be conducted in a time frame convenient to the City.

The City of Pawtucket reserves the right to award on the basis of cost alone, accept or reject any or all proposals, and to otherwise act in its best interest including, but not limited to, directly negotiating with any Supplier who submits a proposal in response to this RFP and to award a contract based upon the results of those negotiations alone. Further, the City reserves the right to waive irregularities it may deem minor in its consideration of proposals.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further. The City of Pawtucket may elect to require presentations(s) by vendors in consideration for award.

Proposals will be evaluated in three (3) phases:

1. The first phase is an initial review to determine if the proposal, as submitted, is complete. To be complete, a proposal must meet all the requirements of this RFP.
2. The second phase is an in-depth analysis and review based on criteria below and their associated weights.

<u>Evaluation Criteria</u>	<u>Importance</u>
Compatibility with Existing Systems	20%
Lead Time for Delivery	20%
Training	20%
Price	40%

3. The third is a comparison of each proposal's weighted evaluation relative to the costs proposed.

In the event that the City requires further information and/or a demonstration of any equipment or process offered in any proposal, all vendors asked for same will do so at no cost to the City.

10.0 - Miscellaneous

Vendors shall at all times comply with all federal, state, and local laws, ordinances and regulations and shall defend, indemnify and save harmless the City of Pawtucket against any claims arising from the violation of any such laws, ordinances and regulations, including but not limited to challenges as to the legality of any and all vendor installations.

The City is exempt from the payment of the Rhode Island State Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph 1, as amended. Further, the City is also exempt from the payment of any excise or federal transportation taxes. The proposal prices submitted must be exclusive of same, and will be so construed.

The City of Pawtucket reserves the right to cancel an agreement with the Vendor with thirty (30) days written notice and to award the contract to the next highest evaluated bidder.

The City of Pawtucket reserves the right to renegotiate the terms of this contract with the Vendor for subsequent years provided the Vendor agrees to the contract terms for the renewal period.

The payment and performance of any obligations under this contract for years beyond the first fiscal year are subject to the availability of funds.

The City reserves the right to pay the selected Vendor via credit card at its sole discretion.

11.0 – Bid Form

13-005 – Self-Contained Breathing Apparatus, Firefighter Locator Distress Alarm and Air Station

Date: _____

Submitted By: _____

(Include Name, Address and Telephone No.) _____

Name and remittance address that will appear on invoices:

Physical address of business:

General Information

Is your firm a sole proprietorship doing business under a different name? ____ Yes
____ No

If yes, please indicate sole proprietorship, a name, and the name you are doing business under.

Is your firm incorporated? ____ Yes ____ No

Will any of the work spelled out in this bid be outsourced? ____ Yes ____ No

If so, please explain below:

Have you or your firm been subject to suspension, debarment or criminal conviction by the City of Pawtucket, the State of Rhode Island, or any other jurisdiction?

Yes: _____ No: _____

Have the City of Pawtucket and/or the State of Rhode Island ever terminated contracts with your firm for cause?

Yes: _____ No: _____

Has your firm ever withdrawn from a contract with the City of Pawtucket and/or the State of Rhode Island during its performance?

Yes: _____ No: _____

Have you or your firm been involved in litigation against the City of Pawtucket and/or the State of Rhode Island.

Yes: _____ No: _____

If you answered yes to any of the foregoing, please explain the circumstances below. If you or your firm has been involved in litigation against the City of Pawtucket and/or the State of Rhode Island, please include the case caption, case number and status. (If more space is needed, please attach separate sheet and submit with the bid.)

Is your company bonded? Yes ____ No ____

Please describe the nature and extent of all insurance coverage:

Addenda

The following Addenda have been received. The noted modifications to the Bidding Documents have been considered and all costs are included in the Bid Sum.

Addendum #1, Dated: _____

Addendum #2, Dated: _____

Addendum #3, Dated: _____

References

Please list at least four (4) companies' with whom you have contracted to provide similar services. Preferably, references should be municipalities which are of approximate size as the City of Pawtucket, and a website address should be included if available.

Reference #1
Company Name: _____
Contact Person: _____ Telephone #: _____
Contract Dates: _____ To _____
Website Address: _____

Reference # 2
Company Name: _____
Contact Person: _____ Telephone #: _____
Contract Dates: _____ To _____
Website Address: _____

Reference # 3
Company Name: _____
Contact Person: _____ Telephone #: _____
Contract Dates: _____ To _____
Website Address: _____

Reference # 4
Company Name: _____
Contact Person: _____ Telephone #: _____
Contract Dates: _____ To _____
Website Address: _____

Pricing Proposal

13-005

Having examined RFP # 13-005, we propose to enter into a contract to perform services per the bid specifications for the costs listed below:

Description	Qty.	Price/Each	Total	Lead Time
Self-Contained Breathing Apparatus to Include Firefighter Locator Distress Alarm and Mask	75			
Extra Bottle To Fit SCBA	75			
Voice Amplifier and Bracket	51			
Handheld Distress Alarm Locator Including Truck Charger	1			
Stationary Breathing Air Compressor Station	1			

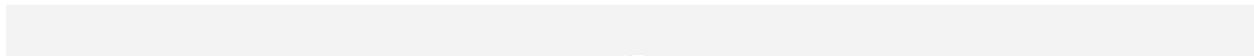
Bid Form Signature

(Bidder Name – Please Print)

By: _____
(Signature)

Title: _____

******* BID FORM MUST BE SIGNED *******



ANTI-KICKBACK ACKNOWLEDGMENT

ALL BIDDERS/OFFERORS MUST ATTEST TO THE FOLLOWING:

The vendor acknowledges, under the pains and penalties of perjury, that he/she has not been offered, paid, or solicited for any contribution or compensation, nor has he/she been granted a gift, gratuity, or other consideration, either directly or indirectly by any officer, employee or member of the governing body of the City of Pawtucket who exercises any functions or responsibilities in connection with either the award or execution of the project to which this contract pertains.

Further, the vendor acknowledges, under the pains and penalties of perjury, that he/she has not offered, paid, or solicited by way of any contribution or compensation, nor has he/she granted a gift, gratuity or other consideration either directly or indirectly to any officer, employee, or member of the governing body of the City of Pawtucket who exercises any functions or responsibilities in connection with either the award or execution of the project to which this project or contract pertains.

SIGNATURE OF OFFEROR

DATE

TITLE

COMPANY

Title of RFP:

Appendix B

CITY OF PAWTUCKET GENERAL TERMS AND CONDITIONS OF PURCHASE

Preamble

The City of Pawtucket's Purchasing Office may, from time to time, make amendments to the General Terms and Conditions when the City of Pawtucket's Purchasing Agent determines that such amendments are in the best interest of the City of Pawtucket. Amendments shall be made available for public inspection at the Purchasing Office located in Pawtucket City Hall but shall not require formal public notice and hearing. Copies of the Terms and Conditions shall be provided to any individual or firm requesting them.

CITY OF PAWTUCKET'S PURCHASING OFFICE GENERAL CONDITIONS OF PURCHASE

All City of Pawtucket purchase orders, contracts, solicitations, delivery orders and service requests shall incorporate and be subject to the provisions of Rhode Island General Laws 8-15-4 and the City of Pawtucket purchasing rules and regulations adopted pursuant thereto, all other applicable provisions of the Rhode Island General Laws, the Pawtucket City Charter, specific requirements described in the Request or Contract, and the following General Conditions of Purchase:

1. **GENERAL**

All purchase orders, contracts, solicitations, delivery orders, and service requests are for specified goods and services, in accordance with express terms and conditions of purchase, as defined herein. For the purposes of this document, the terms "bidder" and "contractor" refer to any individual, firm, corporation, or other entity presenting a proposal indicating a desire to enter into contracts with the City of Pawtucket, or with whom a contract is executed by the City of Pawtucket's Purchasing Agent, and the term "contractor" shall have the same meaning as "vendor".

2. **ENTIRE AGREEMENT**

The City of Pawtucket's Purchase Order, or other City of Pawtucket contract endorsed by the City of Pawtucket Purchasing Office, shall constitute the entire and exclusive agreement between the City of Pawtucket and any contractor receiving an award. In the event any conflict between the bidder's standard terms of sale, these conditions or more specific provisions contained in the solicitation shall govern.

All communication between the City of Pawtucket and any contractor pertaining to any award or contract shall be accomplished in writing.

a. Each proposal will be received with the understanding that the acceptance, in writing, by contract or Purchase Order by the City of Pawtucket Purchasing Agent of the offer to do work or to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the bidder and the City of Pawtucket. This shall bind the bidder on his part to furnish and deliver at the prices and in accordance with the conditions of said accepted proposal and detailed specifications and the City of Pawtucket on its part to order from such contractor (except in case of emergency) and to pay for at the agreed prices, all materials, equipment, supplies or services specified and delivered. A contract shall be deemed executory only to the extent of funds available for payment of the amounts shown on Purchase Orders issued by the City of Pawtucket to the contractors.

b. No alterations or variations of the terms of the contract shall be valid or binding upon the City of Pawtucket unless submitted in writing and accepted by the City of Pawtucket Purchasing Agent. All orders and changes thereof must emanate from the City of Pawtucket Purchasing Office: no oral agreement or arrangement made by a contractor with a department or employee will be considered to be binding on the City of Pawtucket Purchasing Agent, and may be disregarded.

c. Contracts will remain in force for the contract period specified or until all articles or services ordered before date of termination shall have been satisfactorily delivered or rendered and accepted and thereafter until all terms and conditions have been met, unless:

1. terminated prior to expiration date by satisfactory delivery against orders of entire quantities, or
2. extended upon written authorization of the City of Pawtucket Purchasing Agent and accepted by the contractor, to permit ordering of the unordered balances or additional quantities at the contract price and in accordance with the contract terms, or
3. canceled by the City of Pawtucket in accordance with other provisions stated herein.
 - d. It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of the City of Pawtucket Purchasing Agent.
 - e. If, subsequent to the submission of an offer or issuance of a purchase order or execution of a contract, the bidder or contractor shall merge with or be acquired by another entity, the contract may be terminated, except as a corporate resolution prepared by the contractor and the new entity ratifying acceptance of the original bid or contract terms, condition, and pricing is submitted to the City of Pawtucket Purchasing Office, and expressly accepted.
 - f. The contractor or bidder further warrants by submission of an offer or acceptance of a purchase order or other contract that he has no knowledge at the time of such action of any outstanding and delinquent or otherwise unsettled debt owed by him to the City of Pawtucket, and agrees that later discovery by the City of Pawtucket Purchasing Agent that this warranty was given in spite of such knowledge, except where the matter is pending in hearing or from any appeal therefrom, shall form reasonable grounds for termination of the contract.

3. **SUBCONTRACTS**

No subcontracts or collateral agreements shall be permitted, except with the City of Pawtucket's express written consent. Upon request, contractors must submit to the City of Pawtucket Purchasing Office a list of all subcontractors to be employed in the performance of any Purchase Order or other contract arising from this Request.

4. **RELATIONSHIP OF PARTIES**

The contractor or bidder warrants, by submission of an offer or acceptance of a purchase order or other contract, that he is not an employee, agent, or servant of the City of Pawtucket, and that he is fully qualified and capable in all material regards to provide the specified goods and services. Nothing herein shall be construed as creating any contractual relationship or obligation between the City of Pawtucket and any sub-bidder, subcontractor, supplier, or employee of the contractor or offeror.

5. **COSTS OF PREPARATION**

All costs associated with the preparation, development, or submission of bids or other offers will be borne by the offeror. The City of Pawtucket will not reimburse any offeror for such costs.

6. **SPECIFIED QUANTITY REQUIREMENT**

Except where expressly specified to the contrary, all solicitations and contracts are predicated on a specified quantity of goods or services, or for a specified level of funding.

- a. The City of Pawtucket reserves the right to modify the quantity, scope of service, date of delivery or completion, or funding of any contract, with no penalty or charge, by written notice to the contractor, except where alternate terms have been expressly made a part of the contract.
- b. The City of Pawtucket shall not accept quantities in excess of the specified quantity except where the item is normally sold by weight (where sold by weight, the City of Pawtucket will not accept quantities greater than ten per cent [10%] of the specified quantity), or where the Request or Contract provides for awards for other than exact quantities.

- c. Purchase Orders or other contracts may be increased in quantity or extended in term without subsequent solicit with the mutual consent of the contractor and the City of Pawtucket, where determined by the City of Pawtucket Purchasing Agent to be in the City of Pawtucket's best interest.

7. **TERM AND RENEWAL**

Where offers have been requested or contracts awarded for terms exceeding periods of twelve (12) months, it is mutually understood and agreed that the City of Pawtucket's commitment is limited to a base term not to exceed twelve (12) months, subject to renewal annually at the City of Pawtucket's sole option for successive terms as otherwise described, except where expressly specified to the contrary. Purchase orders appearing to commit to obligations of funding or terms of performance may be executed for administrative convenience, but are otherwise subject to this provision, and in such cases the City of Pawtucket's renewal shall be deemed to be automatic, conditional on the continued availability of appropriated funds for the purpose, except as written notice of the City of Pawtucket's intent not to renew is served.

8. **DELIVERY/COMPLETION**

Delivery must be made as ordered and/or projects completed in accordance with the proposal. If delivery qualifications do not appear on the bidder's proposal, it will be interpreted to mean that goods are in stock and that shipment will be made within seven (7) calendar days. If the project completion date is not specified in the proposal, the date shall be determined by the City of Pawtucket Purchasing Agent. The decision of the City of Pawtucket Purchasing Agent, as to reasonable compliance with the delivery terms, and date of completion shall be final. Burden of proof of delay in receipt of order shall rest with the contractor. No delivery charges shall be added to invoices except when authorized on the Purchase Order.

9. **FOREIGN CORPORATIONS**

In accordance with Title 7 Chapter 1.1 ("Business Corporations") of the General Laws of Rhode Island, no foreign corporation shall have the right to transact business in this state until it shall have procured a certificate of authority so to do from the Secretary of State.

10. **PRICING**

All pricing offered or extended to the City of Pawtucket is considered to be firm and fixed unless expressly provided for to the contrary. All prices shall be quoted F.O.B. Destination with freight costs included in the unit cost to be paid by the City of Pawtucket, except, where the Request or Contract permits, offers reflecting F.O.B. Shipping Point will be considered, and freight costs may then be prepaid and added to the invoice.

11. **COLLUSION**

Bidder or contractor warrants that he has not, directly or indirectly, entered into any agree participated in any collusion or otherwise taken any action in restraint of full competitive bidding. In special circumstances, an executed affidavit will be required as a part of the bid.

12. **PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES**

Bidder or contractor warrants that he has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the City of Pawtucket for the purpose of obtaining any contract or award issued by the City of Pawtucket. Bidder or contractor further warrants that no commission or other payment has been or will be received from or paid to any third party contingent on the award of any contract by the City of Pawtucket, except as shall have been expressly communicated to the City of Pawtucket Purchasing Agent in writing prior to acceptance of the contract or award in question. Subsequent discovery by the City of Pawtucket of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts and suspension or debarment of the bidder(s) or contractor(s) involved.

13. **AWARDS**

Awards will be made with reasonable promptness and by written notice to the successful bidder (only); bids are considered to be irrevocable for a period of ninety (90) days following the bid opening unless expressly provided for to the contrary in the Request, and may not be withdrawn during this period without the express permission of the City of Pawtucket Purchasing Agent.

- a. Awards shall be made to the bidder(s) whose offer(s) constitutes the lowest responsive price offer (or lowest responsive price offer on an evaluated basis) for the item(s) in question or for the Request as a whole, at the option of the City of Pawtucket. The City of Pawtucket reserves the right to determine those offers which are responsive to the Request, or which otherwise serve its best interests.
- b. The City of Pawtucket reserves the right, before making award, to initiate investigations as to whether or not the materials, equipment, supplies, qualifications or facilities offered by the bidder meet the requirements set forth in the proposal and specification, and are ample and sufficient to insure the proper performance of the contract in the event of award. If upon such examination it is found that the conditions of the proposal are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications or facilities are not satisfactory, the City of Pawtucket may reject such a bid. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the City of Pawtucket to make any examinations before awarding a contract; and it is further understood that if such examination is made, it in no way relieves the contractor from fulfilling all requirements and conditions of the contract.
- c. Qualified or conditional offers which impose limitations of the bidder's liability or modify the requirements of the bid, offers for alternate specifications, or which are made subject to different terms and conditions than those specified by the City of Pawtucket may, at the option of the City of Pawtucket, be
 - 1. rejected as being non-responsive, or
 - 2. set aside in favor of the City of Pawtucket's terms and conditions (with the consent of the bidder), or
 - 3. accepted, where the City of Pawtucket Purchasing Agent determines that such acceptance best serves the interests of the City of Pawtucket.
 Acceptance or rejection of alternate or counter-offers by the City of Pawtucket shall not constitute a precedent which shall be considered to be binding on successive solicitations or procurements.
- d. Bids submitted in pencil, or which do not bear an original signature, in ink, by an owner or authorized agent thereof, will not be accepted.
- e. Bids must be extended in the unit of measure specified in the Request. In the event of any discrepancy between unit prices and their extensions, the unit price will govern.
- f. The City of Pawtucket Purchasing Agent reserves the right to determine the responsibility of any bidder for a particular procurement.
- g. The City of Pawtucket Purchasing Agent reserves the right to reject any and all bids in whole or in part, to waive technical defects, irregularities, and omissions, and to give consideration to past performance of the offerors where, in his judgment the best interests of the City of Pawtucket will be served by so doing.
- h. The City of Pawtucket Purchasing Agent reserves the right to make awards by items, group of items or on the total low bid for all the items specified as indicated in the detailed specification, unless the bidder specifically indicates otherwise in his bid.
- i. Preference may be given to bids on products raised or manufactured in the City of Pawtucket or State of Rhode Island, other things being equal.
- j. The impact of discounted payment terms shall not be considered in evaluating responses to any Request.
- k. The City of Pawtucket Purchasing Agent reserves the right to act in the City of Pawtucket's best interests regarding awards caused by clerical errors by the City of Pawtucket Purchasing Office.

14. **SUSPENSION AND DEBARMENT**

The City of Pawtucket Purchasing Agent may suspend or debar any vendor or potential bidder, for good cause shown:

- a. A debarment or suspension against a part of a corporate entity constitutes debarment or suspension of all of its divisions and all other organizational elements, except where the action has been specifically limited in scope and application, and may include all known corporate affiliates of a contractor, when such offense or act occurred in connection with the affiliate's performance of duties for or on behalf of the contractor, or with the knowledge, approval, or acquiescence of the contractor or one or more of its principals or

directors (or where the contractor otherwise participated in, knew of, or had reason to know of the acts).

- b. The fraudulent, criminal or other serious improper conduct of any officer, director, shareholder, partner, employee, or any other individual associated with a contractor may be imputed to the contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the contractor, or with the contractor's knowledge, approval or acquiescence. The contractor's acceptance of benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.
- c. A vendor or contractor who knowingly engages as a subcontractor for a contract awarded by the City of Pawtucket to a vendor or contractor then under a ruling of suspension or debarment by the City of Pawtucket shall be subject to disallowance of cost, annulment or termination of award, issuance of a stop work order, or debarment or suspension, as may be judged to be appropriate by the City of Pawtucket's Purchasing Agent.

15. PUBLIC RECORDS

Contractors and bidders are advised that certain documents, correspondence, and other submissions to the City of Pawtucket's Purchasing Office may be voluntarily made public by the City of Pawtucket absent specific notice that portions of such submittals may contain confidential or proprietary information, such that public access to those items should be withheld.

16. PRODUCT EVALUATION

In all specifications, the words "or equal" are understood after each article when manufacturer's name or catalog are referenced. If bidding on items other than those specified, the bidder must, in every instance, give the trade designation of the article, manufacturer's name and detailed specifications of the item the bidder proposes to furnish; otherwise, the bid will be construed as submitted on the identical commodity described in the detailed specifications. The City of Pawtucket's Purchasing Agent reserves the right to determine whether or not the item submitted is the approved equal the detailed specifications.

- a. Any objections to specifications must be filed by a bidder, in writing, with the City of Pawtucket's Purchasing Agent at least 96 hours before the time of bid opening to enable the City of Pawtucket's Purchasing Office to properly investigate the objections.
- b. All standards are minimum standards except as otherwise provided for in the Request or Contract.
- c. Samples must be submitted to the City of Pawtucket's Purchasing Office in accordance with the terms of the proposals and detailed specifications. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating whether or not the bidder desires their return and specifying the address to which they are to be returned (at the bidder's risk and expense), provided they have not been used or made useless by tests; and absent instructions, the samples shall be considered to be abandoned. Award samples may be held for comparison with deliveries.
- d. All samples submitted are subject to test by any laboratory the City of Pawtucket's Purchasing Agent may designate.

17. PRODUCT ACCEPTANCE

All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the City of Pawtucket. The City of Pawtucket reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the City of Pawtucket's option. Contract deliverables specified for procurements of services shall be construed to be work products, and subject to the provisions of this section.

- a. Failure by the City of Pawtucket to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the City of Pawtucket's right to subsequently reject the goods in question.
- b. Formal or informal acceptance by the City of Pawtucket of non-conforming goods shall not constitute a precedent for successive receipts or procurements.
- c. Where the contractor fails to promptly cure the defect or replace the goods, the City of Pawtucket reserves the right to cancel the Purchase Order, contract with a different contractor, and to invoice the original contractor for any differential in price over the original contract price.

- d. When materials, equipment or supplies are rejected, the same must be removed by the contractor from the premises of the City of Pawtucket within forty-eight (48) hours of notification. Rejected items left longer than two days will be regarded as abandoned and the City of Pawtucket shall have the right to dispose of them as its own property.

18. **PRODUCT WARRANTIES**

All product or service warranties normally offered by the contractor or bidder shall accrue to the City of Pawtucket's benefit, in addition to any special requirements which may be imposed by the City of Pawtucket. Every unit delivered must be guaranteed against faulty material and workmanship for a period of one year unless otherwise specified, and the City of Pawtucket may, in the event of failure, order its replacement, repair, or return for full credit, at its sole option.

19. **PAYMENT**

Unless otherwise provided for by the Request or Contract, payment shall not be made until delivery has been made, or services performed, in full, and accepted. Payment shall not be due prior to thirty (30) working days following the latest of completion, acceptance, or the rendering of a properly submitted invoice.

- a. Payment terms other than the foregoing may be rejected as being nonresponsive.
- b. No partial shipments, or partial completion will be accepted, unless provided for by the Request or Contract.
- c. Where a question of quality is involved, or failure to complete a project by the specified due date, payment in whole or part against which to charge back any adjustment required, shall be withheld at the direction of the City of Pawtucket Purchasing Agent. In the event a cash discount is stipulated, the withholding of payments, as herein described, will not deprive the City of Pawtucket from taking such discount.
- d. Payments for used portion of inferior delivery or late delivery will be made by the City of Pawtucket on an adjusted price basis.
- e. Payments on contracts under architectural or engineering supervision must be accompanied by a Certificate of Payment and Statement of Account signed by the architect or engineer and submitted to the City of Pawtucket Purchasing Office for approval.

20. **THIRD PARTY PAYMENTS**

The City of Pawtucket recognizes no assigned or collateral rights to any purchase agreement except as may be expressly provided for in the bid or contract documents, and will not accede to any request for third party or joint payment(s), except as provided for in specific orders by a court of competent jurisdiction, or by express written permission of the City of Pawtucket's Purchasing Agent. Where an offer is contingent upon such payment(s), the offeror is obligated to serve affirmative notice in his bid submission.

21. **SET-OFF AGAINST PAYMENTS**

Payments due the contractor may be subject to reduction equal to the amount of unpaid and delinquent state taxes (or other just debt owed to the State), except where notice of delinquency has not been served or while the matter is pending in hearing or from any appeal therefrom.

22. **CLAIMS**

Any claim against a contractor may be deducted by the City of Pawtucket from any money due him in the same or other transactions. If no deduction is made in such fashion, the contractor shall pay the City of Pawtucket the amount of such claim on demand. Submission of a voucher and payment, thereof, by the City of Pawtucket shall not preclude the City of Pawtucket's Purchasing Agent from demanding a price adjustment in any case when the commodity delivered is later found to deviate from the specifications and proposal.

- a. The City of Pawtucket's Purchasing Agent may assess dollar damages against a vendor or contractor determined to be non-performing or otherwise in default of their contractual obligations equal to the cost of remedy incurred by the City of Pawtucket, and make payment of such damages a condition for consideration for any subsequent award. Failure by the vendor or contractor to pay such damages shall constitute just cause for disqualification and rejection, suspension, or debarment.

23. CERTIFICATION OF FUNDING

The Director of Finance shall provide certification as to the availability of funds to support the procurement for the current fiscal year ending June 30th only. Where delivery or service requirements extend beyond the end of the current fiscal year, such extensions are subject to both the availability of appropriated funds and a determination of continued need.

24. UNUSED BALANCES

Unless otherwise specified, all unused Blanket Order quantities and/or unexpended funds shall be automatically canceled on the expiration of the specified term. Similarly, for orders encompassing more than one fiscal year, unexpended balances of funding allotted for an individual fiscal year may be liquidated at the close of that fiscal year, at the City of Pawtucket's sole option.

25. MINORITY BUSINESS ENTERPRISES

Pursuant to the provisions of Title 37 Chapter 14.1 of the General Laws, the City of Pawtucket reserves the right to apply additional consideration to offers, and to direct awards to bidders other than the responsive bid representing the lowest price where:

- a. the offer is fully responsive to the terms and conditions of the Request, and
- b. the price offer is determined to be within a competitive range (not to exceed 5% higher than the lowest responsive price offer) for the product or service, and
- c. the firm making the offer has been certified by the R.I. Department of Economic Development to be a small business concern meeting the criteria established to be considered a Minority Business Enterprise.

26. PREVAILING WAGE REQUIREMENT

In accordance with Title 37 Chapter 13 of the General Laws of Rhode Island, payment of the general prevailing rate of per diem wages and the general prevailing rate for regular, overtime and other working conditions existing in the locality for each craft, mechanic, teamster, or type of workman needed to execute this work is a requirement for both contractors and subcontractors for all public works.

27. EQUAL OPPORTUNITY COMPLIANCE, HANDICAPPED ACCESS AND AFFIRMATIVE ACTION

Contractors of the City of Pawtucket are required to demonstrate the same commitment to equal opportunity as prevails under federal contracts controlled by Federal Executive Orders 11246, 11625, 11375 and 11830, and Title 28 Chapter 5.1 of the General Laws of Rhode Island. Affirmative action plans shall be submitted by the contractor for review by the State Equal Opportunity Office. A contractor's failure to abide by the rules, regulations, contract terms and compliance reporting provisions as established shall be grounds for forfeiture and penalties as shall be established, including but not limited to suspension.

28. DRUG-FREE WORKPLACE REQUIREMENT

Contractors who do business with the City of Pawtucket and their employees shall abide by the State's drug-free workplace policy and the contractor shall so attest by signing a certificate of compliance.

29. TAXES

The City of Pawtucket is exempt from payment of excise, transportation and sales tax imposed by the Federal or State Government. These taxes should not be included in the proposal price. Exemption Certificates will be furnished upon request.

30. INSURANCE

All construction contractors, independent tradesmen, or firms providing any type of maintenance, repair, or other type of service to be performed on City of Pawtucket premises, buildings, or grounds are required to purchase and maintain coverage with a company or companies licensed to do business in the state as follows:

- a. Comprehensive General Liability Insurance
 - 1) Bodily Injury \$500,000 each occurrence/ \$1,000,000 annual aggregate
 - 2) Property Damage \$500,000 each occurrence /\$500,000 annual aggregate

- Independent Contractors
Contractual - including construction hold harmless and other types of contracts or agreements in effect for insured operations
Completed Operations
Personal Injury (with employee exclusion deleted)
- b. Automobile Liability Insurance
Combined Single Limit not less than \$150,000 each occurrence
Bodily Injury
Property Damage, and in addition non-owned and/or hired vehicles and equipment
- c. Workers' Compensation Insurance
As required by the General Laws of Rhode Island.

The City of Pawtucket's Purchasing Agent reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. Successful bidders shall provide certificates of coverage, reflecting the City of Pawtucket as an additional insured, to the City of Pawtucket Purchasing Office, forty-eight (48) hours prior to the commencement of work, as a condition of award. Failure to comply with this provision shall result in rejection of the offeror's bid.

31. **BID SURETY**

When requested, a bidder must furnish a Bid Bond or Certified Check for 5% of his bid, or for the stated amount shown in the solicitation. Bid Bonds must be executed by a reliable Surety Company authorized to do business in the State of Rhode Island. Failure to provide Bid Surety with bid may be cause for rejection of bid. The Bid Surety of any three bidders in contention will be held until an award has been made according to the specifications of each proposal. All others will be returned by mail within 48 hours following the bid opening. Upon award of a contract, the remaining sureties will be returned by mail unless instructed to do otherwise.

32. **PERFORMANCE AND LABOR AND PAYMENT BONDS**

A performance bond and labor and payment bond of up to 100% of an award may be required by the City of Pawtucket's Purchasing Agent. Bonds must meet the following requirements:

- a. Corporation: The Bond must be signed by an official of the corporation above his/her official title and the corporate seal must be affixed over his/her signature.
- b. Firm or Partnership: The Bond must be signed by all of the partners and must indicate that they are " Doing Business As (name of firm)."
- c. Individual: The Bond must be signed by the individual owning the business and indicate "Owner."
- d. The Surety Company executing the Bond must be licensed to do business in the State of Rhode Island or Bond must be countersigned by a company so licensed.
- e. The Bond must be signed by an official of the Surety Company and the corporate seal must be affixed over his signature.
- f. Signatures of two witnesses for both the principal and the Surety must appear on the Bond.
- g. A Power of Attorney for the official signing of the Bond for the Surety Company must be submitted with the Bond.

33. **SUSPENSION, DEFAULT AND TERMINATION**

a. **Suspension of a Contract by the City of Pawtucket**
The City of Pawtucket reserves the right at any time and for any reason to suspend all or part of this contract, for a reasonable period, not to exceed sixty days, unless the parties agree to a longer period. The City of Pawtucket shall provide the contractor with written notice of the suspension order signed by the Purchasing Agent or his or her designee, which shall set forth the date upon which the suspension shall take effect, the date of its expiration, and all applicable instructions. Upon receipt of said order, the contractor shall immediately comply with the order and suspend all work under this contract as specified in the order. The contractor shall take all reasonable steps to mitigate costs and adverse impact to the work specified in the contract during the suspension period. Before the order expires, the City of Pawtucket shall either:

- 1. cancel the suspension order;
- 2. extend the suspension order for a specified time period not to exceed thirty (30) days; or

3. terminate the contract as provided herein.

The contractor shall resume performance once a suspension order issued under this section is canceled or expires. If as a result of the suspension of performance, there is a financial or schedule impact upon the contract, an appropriate adjustment may be made by, or with the approval of, the City of Pawtucket's Purchasing Agent. Any adjustment shall be set forth in writing. After a suspension order has been canceled or expires, the contractor shall provide any request for adjustment to the City of Pawtucket's Purchasing Agent within thirty (30) days after resuming work performance.

b. Termination of a Contract by the City of Pawtucket

1. Termination for Default or Nonperformance

If, for any reason, the contractor breaches the contract by failing to satisfactorily fulfill or perform any obligations, promises, terms, or conditions, and having been given reasonable notice of and opportunity to cure such default, fails to take satisfactory corrective action within the time specified by the City of Pawtucket, the City of Pawtucket may terminate the contract, in whole or in part, the termination of all outstanding contracts or sub-contracts held by the contractor, and the suspension or debarment of the contractor from future procurements by giving written notice to the contractor specifying the date for termination. The City of Pawtucket shall endeavor to provide such notice at least seven (7) calendar days before the effective date of the termination.

A contractor who fails to commence within the time specified or complete an award made for repairs, alterations, construction, or any other service will be considered in default of contract. If contractor consistently fails to deliver quantities or otherwise perform as specified, the City of Pawtucket's Purchasing Agent reserves the right to terminate the contract and contract for completion of the work with another contractor and seek recourse from the defaulting contractor or his surety. In the event of a termination for default or nonperformance, in whole or in part, the City of Pawtucket may procure similar goods or services in a manner and upon terms it deems appropriate, and the contractor shall be liable for the excess costs incurred by the City of Pawtucket as a result of the contractor's default. The contractor, or its surety, agrees to promptly reimburse the City of Pawtucket for the excess costs, but shall have no claim to the difference should the replacement cost be less.

2. Termination Without Cause

The City of Pawtucket may terminate the contract in whole or in part without cause at any time by giving written notice to the contractor of such termination at least thirty (30) days before the effective date of such termination. The notice shall specify the part(s) of the contract being terminated and the effective termination date.

Within thirty (30) days of the effective date of the termination of the contract the contractor shall compile and submit to the City of Pawtucket an accounting of the work performed up to the date of termination. The City of Pawtucket may consider the following claims in determining reasonable compensation owed to the contractor for work performed up to the date of termination:

- a. contract prices for goods or services accepted under the contract;
- b. costs incurred in preparing to perform and performing the terminated portion of the contract; or
- c. any other reasonable costs incurred by the contractor as a result of the termination.

The total sum to be paid to the contractor shall not exceed the total contract price, less any payments previously made to the contractor, the proceeds from any sales of goods or manufacturing materials, and the contract price for work not terminated.

3. Contractor's Obligations in the Event of Termination

If the contract is terminated for any reason, or expires pursuant to its terms, the contractor shall transfer and deliver to the City of Pawtucket in the manner and to the extent directed by the City of Pawtucket:

- a. all finished or unfinished material prepared by the contractor; and
- b. all material, if any, provided to the contractor by the City of Pawtucket.

For the purposes of the contract, "material" shall include, but is not limited to, goods, supplies, parts, tools, machinery, equipment, furniture, fixtures, information, data, reports, summaries, tables, maps, charts, photographs, studies, recommendations, files, audiotapes, videotapes, records, keys, security badges, and documents.

If the contract is terminated for cause, the contractor shall not be relieved of liability to the City of Pawtucket for damages sustained because of any breach by the contractor. In such event, the City of Pawtucket may retain any amounts which may be due and owing to the contractor until such time as the exact amount of damages due the City of Pawtucket from the contractor has been determined by the City of Pawtucket Purchasing Agent. The City of Pawtucket may also set off any damages so determined against the amounts retained.

Upon termination of the contract, the contractor shall stop performance on the date specified, terminate any outstanding orders and subcontracts applicable to the terminated portion of the contract, and shall incur no further commitments or obligations in connection with the terminated performance. The contractor shall settle all liabilities and claims arising out of the termination of subcontracts and order generating from the terminated performance. The City of Pawtucket may direct the contractor to assign the contractor's right, title and interest under terminated orders or subcontracts to the City of Pawtucket or a third party.

Terminations of Purchase Order Contracts or Master Pricing Agreements shall require the signature of the City of Pawtucket Purchasing Agent or his designee. Notice of termination by either party shall be submitted in writing to the other party in accordance with the termination clause of the contract, or where no specific termination clause is included, written notice shall be provided no later than thirty (30) days before the expiration of the contract.

34. INDEMNITY

The contractor guarantees:

- a. To save the City of Pawtucket, its agents and employees, harmless from any liability imposed upon the City of Pawtucket arising from the negligence, either active or passive, of the contractor, as well as for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee or licensee.
- b. To pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the City of Pawtucket and of the State of Rhode Island.
- c. That the equipment offered is standard new equipment, latest model of regular stock product with all parts regularly used with the type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

35. CONTRACTOR'S OBLIGATIONS

In addition to the specific requirements of the contract, construction and building repair contractors bear the following standard responsibilities:

- a. To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other contractors;
- b. The contractor, its subcontractor(s) and their employees and/or agents, shall protect and preserve property in the contractor or subcontractor's possessions in which the City of Pawtucket has an interest, and any and all materials provided to the contractor or subcontractor by the City of Pawtucket;

- c. To clear and remove all debris and rubbish resulting from his work from time to time, as directed or required, a completion of the work leave the premises in a neat unobstructed condition, broom clean, and in satisfactory order and repair;
- d. To store equipment, supplies, and material at the site only upon approval by the City of Pawtucket, and at his own risk;
- e. To perform all work so as to cause the least inconvenience to the City of Pawtucket, and with proper consideration for the rights of other contractors and workmen;
- f. To acquaint themselves with conditions to be found at the site, and to assume responsibility for the appropriate dispatching of equipment and supervision of his employees during the conduct of the work;
- g. To ensure that his employees are instructed with respect to special regulations, policies, and procedures in effect for any City of Pawtucket facility or site, and that they comply with such rules, including but not limited to security policies or practices and/or criminal background checks for any employees and/or subcontractors;
- h. The contractor shall ensure that its employees or agents are experienced and fully qualified to engage in the activities and services required under the contract;
- i. The contractor shall ensure that at all times while services are being performed under this contract at least one of its employees or agents on the premises has a good command of the English language and can effectively communicate with the City of Pawtucket and its staff;
- j. The contractor and contractor's employees or agents shall comply with all applicable licensing and operating requirements required by federal or state law and shall meet accreditation and other generally accepted standards of quality in the applicable field of activity;
- k. The contractor shall secure and retain all employee-related insurance coverage for its employees and agents as required by law; and
- l. The contractor, subcontractor, and his or her employees and agents shall not disclose any confidential information of the City of Pawtucket to a third party. Confidential information means:
 - (1) any information of a sensitive or proprietary nature, whether or not specially identified as confidential or proprietary; or
 - (2) any information about the City of Pawtucket gained during the performance of a contract that is not already lawfully in the public domain.

36. **FORCE MAJEURE**

All orders shall be filled by the contractor with reasonable promptness, but the contractor shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the contractor and which by the exercise of reasonable diligence, the contractor is unable to prevent.