



The City of Danbury, CT

Sealed Bid Request

BID TITLE: Bid #03-18-19-03 "Furnish and Install Emergency Vehicle Equipment – Fire and Police"

DATE BID OPENING: Thursday, April 18, 2019

TIME: 10:00 AM

LOCATION: Purchasing Department, City Hall, 155 Deer Hill Avenue, Danbury, CT 06810

Bid Bond or Certified Check required with bid: Not Applicable

Performance Bond required if awarded bid: Not Applicable

The City of Danbury reserves the right to accept or reject any or all bids or any portion thereof, to waive technicalities, and to award the contract by item or total bid; as deemed to best serve the public interest.

Omit State and Federal Taxes

All prices must be FOB Destination (Danbury, CT) unless otherwise specified

Dated in Danbury: March 25, 2019

Purchasing Agent \_\_\_\_\_

Charles J. Volpe, Jr.

Pursuant to and in accordance with the Invitation to Bid, Instructions to Bidders, and specifications relating thereto, the undersigned offers to furnish all materials, labor, equipment, tools, supplies and other facilities to furnish and install emergency vehicle equipment as described in the specifications for the price stated below:

Complete accompanying proposal page

Company: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

\_\_\_\_\_

E-mail: \_\_\_\_\_

Submitted By (signature): \_\_\_\_\_

Payment Terms: \_\_\_\_\_

Signed By (print/type): \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

EXCEPTIONS

| Page # | Paragraph | Item Description & Alternate Proposal |
|--------|-----------|---------------------------------------|
|        |           |                                       |

## REFERENCES

List Below at least five (5) references for similar projects, including all information requested. THIS PAGE MUST BE COMPLETED. If Bidders wish to keep their references confidential, this page may be removed from the bid package and submitted with the bid in a separate sealed envelope marked "REFERENCES – CONFIDENTIAL". The City of Danbury is not responsible for maintaining the confidentiality of the references unless this procedure is followed.

1) Client \_\_\_\_\_  
Project Address \_\_\_\_\_  
Approximate \$ Value \_\_\_\_\_ Date: Started \_\_\_\_\_ Completed \_\_\_\_\_  
Contact: Name \_\_\_\_\_ Telephone # \_\_\_\_\_

2) Client \_\_\_\_\_  
Project Address \_\_\_\_\_  
Approximate \$ Value \_\_\_\_\_ Date: Started \_\_\_\_\_ Completed \_\_\_\_\_  
Contact: Name \_\_\_\_\_ Telephone # \_\_\_\_\_

3) Client \_\_\_\_\_  
Project Address \_\_\_\_\_  
Approximate \$ Value \_\_\_\_\_ Date: Started \_\_\_\_\_ Completed \_\_\_\_\_  
Contact: Name \_\_\_\_\_ Telephone # \_\_\_\_\_

4) Client \_\_\_\_\_  
Project Address \_\_\_\_\_  
Approximate \$ Value \_\_\_\_\_ Date: Started \_\_\_\_\_ Completed \_\_\_\_\_  
Contact: Name \_\_\_\_\_ Telephone # \_\_\_\_\_

5) Client \_\_\_\_\_  
Project Address \_\_\_\_\_  
Approximate \$ Value \_\_\_\_\_ Date: Started \_\_\_\_\_ Completed \_\_\_\_\_  
Contact: Name \_\_\_\_\_ Telephone # \_\_\_\_\_

\_\_\_\_\_  
Company

\_\_\_\_\_  
Bid Title

\_\_\_\_\_  
Street

\_\_\_\_\_  
Bid #

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone #

PROPOSAL

Pursuant to and in accordance with the Invitation to Bid, Instructions to Bidders and specifications relating thereto, the undersigned agrees to furnish all materials, labor, equipment, tools, supplies and other facilities and means necessary or proper for the installation of Whelen emergency equipment (substitutions will not be accepted – items must be compatible with existing equipment) as described herein for the price per vehicle listed below:

ITEM A

PER VEHICLE \$ \_\_\_\_\_

ITEM B

HOURLY RATE FOR INSTALLATION AND REPAIR SERVICES

@ BIDDERS FACILITY

\$ \_\_\_\_\_/HR

@ CITY OF DANBURY LOCATIONS

\$ \_\_\_\_\_/HR

WARRANTY DETAILS

INSTALLATION LABOR WARRANTY

\_\_\_\_\_

PRODUCT REPAIR WARRANTY

\_\_\_\_\_

NEW PRODUCT WARRANTY

\_\_\_\_\_

BIDDERS MUST OFFER EMERGENCY 24 HOUR REPAIR/INSTALLATION @ CITY OF DANBURY FACILITY:

YES \_\_\_\_\_ NO \_\_\_\_\_

Complete Manufacturer's descriptive literature must accompany all proposals in order to be considered complete.

Work can begin within \_\_\_\_\_ days after receipt of purchase order and be completed with \_\_\_\_\_ days thereafter.

Cost of five (5) year extended warranty on all components and labor per vehicle \$ \_\_\_\_\_/each.

Successful bidder must be within fifty (50) miles of the City of Danbury for purpose of warranty issues, product returns and product availability.

BIDDER \_\_\_\_\_

Specifications

**City of Danbury Bidder Requirements**

Please check the appropriate box per each question and submit detailed answers to each question on separate paper and return with your bid response, failure to comply may cause vendor to be non-compliant. The provided vehicle specifications are based on the City of Danbury current model police vehicle, currently a 2019 Ford Explorer utility vehicle. Pricing provided must be applicable to alternate vehicle platforms as the City of Danbury make seek alternate patrol and administrative vehicle platforms, such as Chevrolet Tahoe, Dodge Charger, etc.

|   | <u>YES</u> | <u>NO</u> |
|---|------------|-----------|
| Vendor must be a factory authorized dealer of each requested product line   | ___        | ___       |
| Vendor must be a factory authorized Whelen Control dealer & installer   | ___        | ___       |
| Vendor must have capability and willing to warranty merchandise that is currently under manufacturer warranty, whether or not originally sold or installed by the successful vendor   | ___        | ___       |
| Vendor to list hourly labor rate at their facility  | ___        | ___       |
| Vendor to list hourly labor rate for on-site at City of Danbury   | ___        | ___       |
| Vendor to specify parts and labor warranty  | ___        | ___       |
| Vendor to specify start and completion date of each project   | ___        | ___       |
| Vendor to specify cost of and terms of extended warranty if offered   | ___        | ___       |
| Vendor shall offer on-site repair and Installation services   | ___        | ___       |
| Vendor shall offer 24 hour repair and installation services on site at City of Danbury Facilities   | ___        | ___       |
| Installation shall be performed by factory authorized and trained technician  | ___        | ___       |
| Vendor shall employ ASE Certified L-1 law enforcement installers  | ___        | ___       |
| Vendor shall be a factory authorized Ford Motor Company, General Motors and Dodge drop ship facility, allowing future City of Danbury vehicles to be drop shipped directly to their facility for equipment up fitting regardless of origin or place of purchase, copy of drop ship contract number to be provided with bid response | ___        | ___       |
| Vendor shall hold a valid State of Connecticut Department of Consumer Protection V-9 Dealer License. Proof of license must be included in bid submittal   | ___        | ___       |
| Vendor shall list a minimum of ten (10) references similar in size and detail to the scope of work herein, including contact name, department, telephone number, as well as date of project and amount of said transactions   | ___        | ___       |

Specifications

**City of Danbury Bidder Requirements (cont'd)**

|  | <u>YES</u> | <u>NO</u> |
|--|------------|-----------|
| Vendor shall provide proof of insurance to include, but not limited to, vehicle transport, storage of vehicles and customer provided product, and product liability  | _____      | _____     |
| Vendor shall have full time service and parts departments and provide hours and days of operation with bid response  | _____      | _____     |
| Vendor agrees to reimburse or repair any defect caused by the installation of aftermarket equipment for one (1) year after receipt of vehicles   | _____      | _____     |
| Number of days required for scheduling for project and product availability shall be presented with bid response as low bid may not be the only factor in the bid award  | _____      | _____     |
| Vendor shall provide a minimum three (3) year parts and labor warranty which shall be guaranteed and include on-site labor claims answered within 24 hours   | _____      | _____     |
| Vendor shall offer onsite service to the City of Danbury at several Danbury facilities including Police Department   | _____      | _____     |
| Vendors shall offer indoor, secure and insured facility with 24-hour monitoring all times for all City of Danbury vehicles and customer supplied Equipment   | _____      | _____     |
| City of Danbury vehicles and property, such as two way radios, computers and other equipment shall remain indoors while in the care and custody of successful vendor   | _____      | _____     |
| Vendor shall provide fully insured pickup and delivery of City of Danbury vehicles at vendors expense via insured and registered dealer, repair or transport plates or motor transport (vehicles may not be registered at time of up-fit). | _____      | _____     |
| City of Danbury vehicles shall not acquire more than sixty miles per car during transport or up-fitting by successful bidder   | _____      | _____     |
| Vendor must be within a 60 mile radius of the City of Danbury for ease of availability of service and replacement product.   | _____      | _____     |
| Vendor shall provide a current price sheet and catalog either traditional printed or electronic at time of bid opening for each of the requested Product lines in bid specifications   | _____      | _____     |

Specifications

**City of Danbury Bidder Requirements (cont'd)**

|   | <u>YES</u> | <u>NO</u> |
|---|------------|-----------|
| Successful Bidder shall be responsible for the return and delivery of all City of Danbury property involved in the vehicle up-fits, including any and all interior seats, parts, panels and customer supplied materials not utilized in the build of the vehicle. | _____      | _____     |
| Vendor shall state any <i>pre</i> or <i>prompt</i> pay proposal with their bid response   | _____      | _____     |
| Vendor shall list the start and completion date of the project or per vehicle as cost may not be the only determining factor in bid award   | _____      | _____     |
| Cost of and terms of extended warranty if offered _____   |            |           |
| Vendor offers on site repair and installation services _____  |            |           |
| Vendor offers 24 hour repair _____  |            |           |
| Installation services @ City of Danbury _____   |            |           |

**City of Danbury Installation Specifications**

|   | <u>YES</u> | <u>NO</u> |
|---|------------|-----------|
| All connections to be soldered or Whelen Brand Deutsch weather proof  | _____      | _____     |
| BUTT STYLE CONNECTIONS WILL BE ACCEPTED   | _____      | _____     |
| All service will be performed by a factory authorized Control technician  | _____      | _____     |
| All aftermarket installed wiring shall be covered in non-conductive black wire loom   | _____      | _____     |
| All wire loomed installed shall be secured to vehicle with black wire ties, trimmed eliminating sharp edges                             | _____      | _____     |
| All wiring passing thru existing or newly added holes on vehicle body shall be protected with a non-conductive black grommet or bushing | _____      | _____     |
| All aftermarket equipment shall be installed to manufacturers specifications  | _____      | _____     |

Bidder \_\_\_\_\_

Specifications

|   | <u>YES</u> | <u>NO</u> |
|---|------------|-----------|
| A full color vehicle wiring schematic shall be provided to the Danbury Police Department for each vehicle and include fuse location, amperage and component description   | _____      | _____     |
| All aftermarket wiring shall match the existing City of Danbury Police Fleet (color, layout, location etc.) for uniformity and ease of service. A demonstration vehicle shall be available for viewing prior to bid opening | _____      | _____     |
| All wiring splices shall be soldered - no crimp connectors accepted   | _____      | _____     |
| Power supply for all two-way radio equipment and computer equipment shall be taken directly from automobile battery   | _____      | _____     |
| All fuse holders and fuses located in engine compartment shall be weatherproofed  | _____      | _____     |
| Sufficient slack wire shall be available to allow ease of service or repair on equipment tray as well as center console installed equipment   | _____      | _____     |
| Fuse amperage shall be no higher than manufacturers specifications  | _____      | _____     |

**Aftermarket Equipment Specification for Danbury Police Department**

**The listed aftermarket equipment is for reference only. All emergency equipment will be installed as specified in the vehicle manufactures OEM up fitter’s guide for the current model year. Installation price shall include all necessary cabling, parts and connectors needed. Without exceptions, all warning light equipment shall be AMECA certified to meet the requirements of SAE J845 Class 1 and J595 Class 1. As a requirement of SAE J595, all warning lights must be certified to meet the requirements of SAE J576 material performance criteria.**

**Light Bar**

A Whelen Model IB2DEDE or department approved equal shall be furnished and installed. The lightbar shall contain at least fourteen high intensity individually replaceable dual color Linear LED modules capable of emitting light at extremely wide viewing angles to provide adequate warning in all directions. The dual color properties will provide for maximum 360° red and/or blue warning as well as white flood lighting and rear facing amber caution lights. The lightbar shall also include high intensity LED takedown and alley lights with TIR type optics for maximum directional illumination. Lightbars without directional illumination properties will not be accepted. The takedown and alley lights shall be capable of being switched independently and have the ability to flash with the warning lights. All internal light modules shall be directly coupled to the bottom aluminum extrusion of the lightbar for efficient heat dissipation. Without exception, the switching of warning system functions shall be accomplished through automotive industry standard CAN-Bus (Controller Area Network Bus) communications protocols for maximum speed, stability and electrical noise interference immunity. Lightbars communicating through analog switching or serial such as RS-232 or RS-485 communications will not be accepted. The lightbar must conform to all applicable SAE Class 1 light output standards, even in low power mode. The lightbar must be capable of automatically emitting various warning light intensities and flash rates, approved by the DPD Fleet Administration.

Bidder \_\_\_\_\_



Specifications

**Lightbar Installation Requirements:**

- Lightbar design and layout that differs from IB8DEDE must be approved by DPD Fleet Administration.
- Lightbar must be secured to the vehicle roof with manufacturers vehicle specific mounting hardware.
- Lightbar cables shall enter the vehicles roof through a rubber grommet protecting it from chaffing against metal surfaces. This opening must be properly sealed to prevent metal corrosion and water entry.
- Lightbar cables must make direct runs to their appropriate destinations without breaks or cuts.
- The Lightbar must be properly grounded and fused using appropriately sized fuses and fuse holders. Automatically re-settable circuit breakers will not be accepted.

**Warning System Control Unit:**

A Whelen Control system, model CANWCT3 or department approved equal shall be furnished and installed. The siren shall be a two-piece remote system utilizing a slide lever switch and membrane push button switches to control auxiliary warning lights. The siren controls shall be operated using a rotary style switch, so the operator does not have to look down to select siren tones. The siren system must be fully programmable using a PC application. Using today's Intelligent Control methods, the system must control all warning light flash patterns in a comprehensive configuration that automatically adapts the warning system operation according to operating parameters of the vehicle, as listed below. The switching layout and program must be approved by the DPD Fleet Administrator. Without exception, the communication to and from the lightbar and system components shall be accomplished through automotive industry standard CAN-Bus (Controller Area Network Bus) communications protocols for maximum speed, stability and electrical noise interference immunity. Controllers communicating through analog switching or serial such as RS-232 or RS-485 communications will not be accepted. To maintain the highest level of reliability, control systems that require external relays to control warning light functions will not be accepted.

**Warning System Control Unit Installation Requirements:**

- A control unit that differs from CANWCT3 must be approved by DPD Fleet Administration.
- Control Unit wiring must be sized to handle 125% of the load of the corresponding component.
- Wiring to and from the amplifier shall be properly protected using automotive standard split loom where necessary.
- The control unit must be properly grounded and fused using appropriately sized fuses and fuse holders. Automatically re-settable circuit breakers will not be accepted.

Bidder \_\_\_\_\_

Specifications

**Warning System Control Unit Functional Requirements:**

- Two press takedown button programmed for lightbar takedown lights on first press, adding the lightbars full front flood capability on second press. Second press shall also change lower auxiliary lighting from a colored warning light 'flash' mode to a steady white 'scene' mode.
- Single press alley light buttons programmed for corresponding lightbar alley lights on as well as the lightbars full side flood capability. In addition, any applicable side facing lower auxiliary lighting shall change from a colored warning light 'flash' mode to a steady white 'scene' mode.
- Single press independent Wig-Wag control button.
  - o This button will control all forward-facing flashing white lights.
  - o This button will activate automatically when slide switch is active.
  - o This button will automatically cancel when the vehicle is put into park.
  - o This button will re-activate automatically if the vehicle is switched out of park while the warning system is active.
  - o This button will have no function if pressed while in park.
  - o Vehicle operator must have the ability to switch this button off manually to remove flashing white light during responses if needed.
- Two discreet Park Modes shall be programmed into the warning system controller. These modes will activate automatically when the vehicle is placed into park with the warning system active. A daytime Park Mode shall activate during high levels of outside ambient light. A nighttime Park Mode shall activate during low levels of ambient light. Both modes shall reduce the flash rates of the vehicles lightbar and all auxiliary vehicle warning lights and fully synchronize all warning lights when the vehicle is placed into park.
- Upon being placed into park, any active siren tones shall be automatically cancelled.
- During a response, approved and varying flash rates shall correspond to siren tones for an increased visual sense of urgency. These changes will take place automatically using the vehicles horn, to enable operators to keep their hands on the steering wheel.
- An urgent braking mode shall be programmed into the controller and function only while warning lights are active. This mode will momentarily deactivate the flash of rear facing warning lights and steady burn two lightbar warning light modules as supplemental brake lights for added visibility to following responders. Warning modules that are momentarily deactivated MUST return to their normal flashing state after a period of 1.5 seconds, regardless of brake pedal position. Warning modules that are momentarily deactivated must resume normal flashing immediately when the brake pedal is released.
- Two-press cruise light button programmed for corner lightbar cruise lights on first press, then adding the lightbars full cruise light capability on the second press. Second press shall also include lower auxiliary lighting for a full and comprehensive non-emergency recognition mode.

Bidder \_\_\_\_\_

Specifications

**Warning System Control Unit Functional Requirements (cont):**

- Nighttime Driver Door Deactivation mode. The driver's side lightbar modules will automatically turn off while the driver's door is open only during periods of low outside ambient light. This provides a level of officer safety by preventing the officer from being illuminated in the event they are taking cover between vehicle and the open door.
- Amber Traffic Advisor mode with Police Identifying Red/Blue color shift. Three buttons shall control the rear facing amber lights in the lightbar to direct approaching vehicles Left/Right/or to Split traffic. In each position, the amber Traffic Advisor shall switch to flashing red/blue lights after a period of 4 seconds and toggle back to amber after 2 seconds. This cycle shall resume anytime the Traffic Advisor is active. If the warning system is simultaneously activated with the Traffic Advisor, the flashing red/blue color shift shall correspond with the warning system mode: Day Park, Night Park or Response.

**General Warning System Installation Requirements:**

- All supplemental warning/scene lights shall be individually home run to the Control System amplifier.
- Unused lighthouse wires shall be sealed to prevent water from wicking into the component.
- All exterior warning lights shall be connected using department approved waterproof connection methods.
- All warning lights shall be set to steady burn to allow the Control System full control of the flashing and steady on characteristics.
- All wiring and circuit protection methods shall be of approved quality for severe duty automotive applications.
- The Control controller shall be mounted within the Havis, Inc center console using specific Havis equipment brackets.

**Warning System Equipment List:** Equipment listed with in these specification request are Whelen Engineering, Co. model numbers. These model numbers are for reference to provide a level of performance, design, capabilities and proven field reliability expected by the DPD Fleet Administration.

Do you wish to take any exceptions to the Vehicle Warning System installation requirements as proposed?  
No \_\_\_ Yes \_\_\_ If 'Yes' Please provide details

***The provided vehicle specifications are based on the City of Danbury current model police vehicle, a 2019 Ford Explorer utility vehicle. Pricing provided must be applicable to alternate vehicle platforms as the City of Danbury may seek alternate patrol and administrative vehicle platforms, such as Chevrolet Tahoe, Dodge Charger, Durango etc.***

Bidder \_\_\_\_\_

Specifications

## **Vehicle Visual & Audible Warning Equipment**

- Item 1. Supply and install one (1) Whelen Model SA315P100 watt siren speaker.
- Item 2. Supply and install one (1) Whelen siren speaker mounting bracket model SAK44.
- Item 3. Supply and install one (1) Whelen Model CANWCT3 operating system, siren and switch control head to be console mounted.
- Item 3a. Supply and install one (1) Whelen Model CANEM16 expansion module
- Item 4. Supply and install one (1) Whelen Model CCMICx20 public address microphone extension.
- Item 5. Provide and install two (2) Whelen Model # I2D/E in Ford predrilled outer turn signal assembly's, driver side red white and passenger side blue/ white- both to be DUO color.
- Item 6. Provide and install two (2) Whelen Model VTX609R in the rear taillights of vehicle.
- Item 7. Provide and install two (2) Whelen Model VTX609B led warning lights in rear reverse lights of vehicle.
- Item 8. Provide and install two (2) Whelen Model #I2D/E front grill mounted leds. Leds to be alternating flash when vehicle in warning mode, however, to switch to steady burn White light when operator turns on Takedown option on control panel
- Item 9. Provide and install two (2) Whelen Model IONPEDB mounting brackets for warning lights in line item 8.
- Item 10. Provide and install one (1) Whelen Model P46S2R3 led driver side spot light.
- Item 11. Provide and install two (2) Whelen Model V23\*TPB warning, puddle and alley light assembly. Driver side to be red warning, white alley light. Passenger side to be blue warning, white alley light. Colored warning lights, when in warning mode, each light to override to alley light when operator turns on alley lights. To come on with drivers and passenger side alley lights on the Whelen roof mounted lightbar.

Bidder \_\_\_\_\_

Bid # 03-18-19-03 "Furnish and Install Emergency Vehicle Equipment – Fire and Police"

Specifications

Item 12. Provide and install two (2) Whelen Model V23P20B black flanges for the two (2) Whelen Model V23\*TPB warning lights.

Item 13. Provide and install one (1) Whelen Liberty series lightbar Model as follows:

One (1) IB2DEDE 52 inch long, extended corner modules, WeCan Control

One (1) IWPHOTO photocell option pre-installed.

Three (3) IBDL D DUO front inner two-color modules

Two (2) ITS6 inboard takedown modules

Two (2) IA3 outboard alley light modules

Three (3) IBDLK inboard two-color red/amber modules

One (1) IBDSK inboard two-color module rear

Three (3) IBBLE inboard two-color modules

Three (3) IBDLM inboard two-color modules

One (1) IBDSM two-color inboard module

One (1) STPKT83 mounting kit

Item 14. Provide and install two (2) Whelen Model I2F leds to rear license plate area, drivers amber /white, and passenger amber/white to act as warning and reverse lighting

Item 15. Provide and install one (1) Whelen Model IONBKT1 to mount rear warning lights.

Item 16. Provide one (1) Whelen Model HOWLER two (2) drum siren low tone siren system.

Item 17. Provide and install Whelen Model HWBLR13 mounting brackets for Whelen HOWLER system.

Item 18. Whelen Model CANLITEB day/night sensor to be integrated in warning light system to automatically lower intensity of supplemental warning lights at night.

Bidder \_\_\_\_\_

Bid # 03-18-19-03 "Furnish and Install Emergency Vehicle Equipment – Fire and Police"

Specifications

Item 19. Supply and install one (1) Whelen Model 3SRCCDCR led interior light to be mounted on the interior of the rear cargo hatch to illuminate the rear cargo area and cabinet

Item 20. Supply and install two (2) Whelen Model I2D/E to be installed in the rear side cargo windows, to be mounted with two (2) Whelen Model two (2) IONk1B brackets

Item 21. Supply and install two (2) Whelen Model TLI\* leds to be flush mounted on rear hatch and visible when hatch is open. Driver side red , passenger side blue .

Item 22. Supply and install one (1) Whelen Model UHF2150A

Item 23. Supply and install one pair led rear license plate lights Model 921 to replace factory incandescent bulbs

Item 24. Supply and install two (2) D85Z-17530-A bezels to factory driver and factory passenger side mirror assembly.

Item 25. Supply and install one (1) D85Z-17D742-A driver side mirror bezel, and one (1) D85Z-17D743-E passenger side mirror cap.

Item 26. Supply and install two (2) Whelen Model I2E/D led warning light to be installed in above line items 24 & 25 (aftermarket mirror led warning light kits will not be accepted).

**Command Console & Related Items**

Supply and install Havis brand aftermarket center console to include the following :

- |                |                               |
|----------------|-------------------------------|
| C-VS-1308-UINT | Cmcb                          |
| C-TMW-UINT-01  | Magnetic mic (3)              |
| CSMSA1HD       | All appropriate filler panels |
| C-MD-202       | CCLP2                         |
| CARM103        | Cmc (3)                       |
| CCUP2I         |                               |

Bidder \_\_\_\_\_

Specifications

**Prisoner Transport System**

Supply and install prisoner transport system as follows :

One (1) Progard PRPSP4714UINT13A

One (1) Progard PTL4213

One (1) Progard prisoner transport seat Model S4705UINT13OSB

One (1) Progard rear cargo protection barrier Model B4705UINT13

One (1) Progard rear door panel kit Model DP47UINT13

One (1) Progard rear window bar kit Model WB47UINT13

One (1) Progard rear transport floor pan Model FP47UINT13

***Computer Mounting & Related Items***

Supply and install the following Havis brand computer mounting components:

One (1) Premium Havis computer stand Model PKGPSM-353

One (1) Havis cargo area mounted electronic storage box Model C-SBX-101

One (1) Havis storage box mounting kit Model C-SBX-101-KIT-1

One (1) Havis laptop cradle Model UT-1001

One (1) Havis laptop cradle hardware kit Model UT-1001-KIT

Two (2) Havis charge guard devices Model C-GX, one for computer, and one (1) for customer supplied two way radio.

Bidder \_\_\_\_\_

Specifications

**Installation of Customer Supplied Equipment**

Install customer supplied two-way radio and antenna assembly.

Install customer supplied modem and cables.

Install customer supplied computer, and power supply

Install customer supplied ICOP camera system.

Install customer supplied E Ticket Printer, cradle and power supply

**Miscellaneous**

Provide and install new Motorola Power Cables for customer supplied two-way radios.

Provide and install new Motorola Ignition cables for customer supplied two-way radios.

Provide and install new Motorola antenna cable for two-way radio.

Provide and install new Tremco anti-theft device.

Provide and build custom rear cargo area storage cabinet constructed of approved wood material to match existing unit. Existing cabinet can be viewed by contacting Danbury Police Department.

Provide and install Santa Cruz adjustable fire arm rack Model SC917B#2, to be mounted on the rear of the custom rear equipment cabinet. Mounting shall be per Danbury specification with a weatherproof connector to allow removal of the gun rack and custom rear storage unit to access the factory spare tire, which will remain in the vehicle.

Provide and install Santa Cruz adjustable timer Model SC-7009-A device to rear cargo mounted gun rack and switch.

Provide and install Santa Cruz model SC1902 remote gun lock switch.

Provide and install one (1) Havis C-GX charge device to rear gun lock timer to allow customer to adjust on time of gun lock and switch.

Bidder \_\_\_\_\_



Specifications

**Vehicle Graphics**

Provide and install 3M brand high gloss automotive grade white vinyl wrap on driver and passenger doors and roof. Vinyl to be installed in one full sheet per door so to leave no seems on any panels.

Provide and install 3M Reflective graphics to match existing fleet. Vinyl to include five year materials and labor warranty. Includes full tailgate rear chevrons, unit numbers, flags etc.

Bidder \_\_\_\_\_

Specifications

**VENDOR REQUIREMENTS**

| Check appropriate box per question and submit detailed answers to each question on separate paper and return with bid.   | <u>Yes</u> | <u>No</u> |
|--|------------|-----------|
| All service shall be performed by a factory authorized technician  | _____      | _____     |
| Vendor shall be factory authorized installer and distributor of bid items  | _____      | _____     |
| Vendor shall be a factory authorized Ford Motor Company, General Motors and Dodge drop ship facility, allowing future City of Danbury vehicles to be shipped directly to their facility for equipment up fitting regardless of origin or place of purchase | _____      | _____     |
| Vendor shall hold a V9 Dealer License with the State of CT Department of Consumer Protection. Proof of license must be submitted with bud proposal in order to be considered complete.   | _____      | _____     |
| Vendor shall list a minimum of ten (10) references similar in size and detail to the scope of work herein, including contact name, telephone number, as well as dates and amounts of said transactions.  | _____      | _____     |
| Vendor shall provide proof of insurance to include, but not be limited to, vehicle transport, storage of vehicles and product liability.   | _____      | _____     |
| Vendor shall have full-time service and parts departments and include weekly hours of operation.   | _____      | _____     |
| Vendor agrees to reimburse or repair any defect caused by the installation of equipment for one (1) year after installation  | _____      | _____     |
| Number of days required for advanced scheduling for project/product availability<br>Must be presented at time of bid as low bid may not the only factor in the award of bid  | _____      | _____     |
| A minimum three (3) year parts and labor warranty shall be guaranteed and include on-site labor claims which shall be answered within 24 hours   | _____      | _____     |
| Vendor shall be a stocking distributor of materials and goods required. Please specify on hand   | _____      | _____     |
| City of Danbury vehicles will not acquire more than fifty miles per car during transport of Successful bidder.   | _____      | _____     |
| Vendor's facility shall include an indoor, secure, insured, 24 hour monitored area to accommodate a minimum of ten (10) City of Danbury vehicles and property, i.e., two-way radio, etc.   | _____      | _____     |
| All aftermarket wiring installed shall be covered in non-conductive black wire loom secured to vehicle with trimmed black wire ties.   | _____      | _____     |
| All wiring passing through existing or newly added holes on vehicle body shall be protected with a non-conductive black grommet or brushing.   | _____      | _____     |
| All aftermarket equipment shall be installed to manufacturer's specifications.   | _____      | _____     |
| A full color vehicle wiring schematic (including fuse location, amperage and component description) shall be provided for each vehicle.  | _____      | _____     |

Bidder \_\_\_\_\_

Bid #03-18-19-03 "Furnish and Install Emergency Vehicle Equipment – Fire and Police"

Specifications

VENDOR REQUIREMENTS (Cont)

|   | <u>Yes</u> | <u>No</u> |
|---|------------|-----------|
| All aftermarket wiring shall match the existing fleet for uniformity and ease of service. A demonstration vehicle shall be available for viewing upon request. Wiring splices shall be soldered | _____      | _____     |
| Power supply for all two-way radio equipment and computer equipment shall be taken directly from automobile battery.  | _____      | _____     |
| City of Danbury vehicles will not acquire more than fifty miles per vehicle during transport  | _____      | _____     |
| Vendor must be within fifty mile radius of the City of Danbury for ease of availability of service and replacement product.   | _____      | _____     |
| Vendor will offer extension to awarded contract if in agreement of terms of The City of Danbury One (1) year contract with up to a three (3) one year extensions.                               | _____      | _____     |
| Successful bidder is responsible for the return and delivery of all City of Danbury property including factory seats, door panels, etc. not utilized in the up-fit of the vehicles.             | _____      | _____     |
| All fuse holders and fuses located in engine compartment shall be weatherproof  | _____      | _____     |
| Sufficient slack wire shall be available to allow ease of service or repair on equipment tray as well as center console installed equipment   | _____      | _____     |
| Fuse amperage shall be no higher than manufacturer's specifications   | _____      | _____     |
| Vendor shall provide pick-up and delivery of City vehicles at vendor's expense via, insured and registered repair, dealer or transport plate or transport vehicle of winning bidder.            | _____      | _____     |

Bidder \_\_\_\_\_

Bid #03-18-19-03 "Furnish and Install Emergency Vehicle Equipment – Fire and Police"

Specifications

Please indicate below with a yes or no, if vendor is factory authorized distributor and installer for each manufacturer and list discount offered off of manufacturers published list price to City of Danbury for future purchases. Proof of authorized dealership must be included for each with your bid response.

| Manufacturer           | location        | compliant | discount |
|------------------------|-----------------|-----------|----------|
| Whelen Engineering Co. | Chester Ct      | _____     | _____    |
| Pro-Gard Industries    | Indianapolis IN | _____     | _____    |
| Havis Corporation      | Warminster PA   | _____     | _____    |
| Truckvault             | Sedro Wooley WA | _____     | _____    |
| Setina                 | Olympia WA      | _____     | _____    |
| 3M Products            | St. Paul MN     | _____     | _____    |
| Streamlight            | Eagleville PA   | _____     | _____    |
| Santa Cruz             | Webster NH      | _____     | _____    |
| Decatur Elec.          | Decatur IL      | _____     | _____    |
| Big Sky Rack           | Bozeman MT      | _____     | _____    |
| Back Rack              | Oakville ONT    | _____     | _____    |
| Setcom Corp.           | Austin TX       | _____     | _____    |
| Noptic                 | Auburn Hills    | _____     | _____    |
| Lund Int.              | Suwanee GA      | _____     | _____    |
| ICOP                   | Lenexa TX       | _____     | _____    |
| Panasonic              | North America   | _____     | _____    |
| Tuffy Products         | Cortez CO       | _____     | _____    |
| Flex Safe              | Victor NY       | _____     | _____    |
| Tessco                 | Hunt Valley MD  | _____     | _____    |

Bidder \_\_\_\_\_

Bid #03-18-19-03 "Furnish and Install Emergency Vehicle Equipment – Fire and Police"

Specifications

|                                      |                |       |       |
|--------------------------------------|----------------|-------|-------|
| ELSAG                                | Brewster NY    | _____ | _____ |
| Tremco                               | Bedford MA     | _____ | _____ |
| -<br>Hint Peripherals                | Meriden CT     | _____ | _____ |
| Sound off Signal                     | Hudsonville MI | _____ | _____ |
| Keystone Automotive                  | Exeter PA      | _____ | _____ |
| Kussmaul                             | Sayville NY    | _____ | _____ |
| Go Rhino                             | ST. Brea CA    | _____ | _____ |
| DR Electronics                       | Bolton On.     | _____ | _____ |
| Lind                                 | Minneapolis MN | _____ | _____ |
| Federal Signal                       | Chicago        | _____ | _____ |
| Magnetic Mic                         | Knoxville TN   | _____ | _____ |
| Troy Products                        | Motebello CA   | _____ | _____ |
| Hint Products                        | Meriden Ct     | _____ | _____ |
| Safety Vision                        | Houston TX     | _____ | _____ |
| Feniex                               | Austin Tx      | _____ | _____ |
| Weston                               | San Dimas Ca   | _____ | _____ |
| Blue Sea Corp                        | Menomonee Wi   | _____ | _____ |
| 1 <sup>st</sup> In Products          | Pompton NJ     | _____ | _____ |
| Rockland                             | Hauppauge Ny   | _____ | _____ |
| Code 3                               | St Louis MO    | _____ | _____ |
| Rackbone                             | Kerville Tx    | _____ | _____ |
| Misc. Aftermaket products not listed |                | _____ | _____ |

Please provide any other available services on separate sheet for City of Danbury Consideration

Bidder \_\_\_\_\_

## INSTRUCTIONS TO BIDDERS

Sealed bids will be received at the Office of the Purchasing Agent, 155 Deer Hill Avenue, Danbury, CT 06810 until the time and date specified on the cover sheet. Bids received later than the time specified will not be accepted. In the event of the closure of City Hall, bids will be opened on the following day that City Hall is opened. Amendments to or withdrawal of any section of the submitted bid received later than the time & date set for the bid opening will not be considered. Bid proposals must remain in effect for a minimum of 30 days unless otherwise noted elsewhere in the bid specifications.

**BID DOCUMENTS:** are available upon receipt of this invitation (if not attached) over the internet at the City's website: [www.danbury-ct.gov](http://www.danbury-ct.gov). Adobe Acrobat reader is required to view this document. If you do not have this software you may download at no cost from Adobe at <http://www.adobe.com>. Businesses without internet access may obtain a copy of the bid by contacting the Purchasing Agent's Office, City Hall, 155 Deer Hill Avenue, Danbury, CT 06810, (203) 797-4571.

**BID BONDS:** if applicable, shall be in the amount of 5% of the total bid made out in favor of the City of Danbury and issued by a Surety company acceptable to the City of Danbury, and must accompany each bid. A certified check in the same amount may be submitted in lieu of the bid bond. Bids submitted without Certified Check or Bid Bond will not be accepted. The City of Danbury will not be held liable for the accrual of interest on any check held by the City in conjunction with this bid. All checks or bid bonds will be refunded to the unsuccessful bidders after award of the bid. The deposit check or Bid Bond of the successful bidder will be held in escrow until such time as the City determines that the bidder has or will meet their obligations as stated by the bid. If the bidder fails or refuses within a reasonable time after due notice that the contract has been awarded, to execute the same, an amount representing a loss to the City by reason of such failure shall be retained and paid into the City treasury.

**REPLIES:** whether bid or no bid, must have the bid number clearly identified on the outside of the envelope. Bidders not marking the envelopes with the Bid number and date/time of opening on the envelope will have no recourse against the City of Danbury or its employees. Such bidders run the risk of the bid being opened prior to the scheduled Bid Opening time. Once opened such bids are public record. Any alleged oral agreement made by a bidder or contractor with any agency or employee of the City of Danbury will be disregarded.

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

**QUESTIONS:** Request for interpretation of any portion of the bid may be made by telephone to the Purchasing Agent at 203-797-4571. All replies will be given verbally and a copy of any such inquiry and advice (if deemed vital to the bid by the Purchasing Agent) will be made available to each prospective bidder in the form of an addendum. Bidder should check the City's website for addendums/updates 48 hours prior to the bid opening.

**IDENTICAL BIDS:** In the event of receipt of identical bids as to offerings, delivery, service, content, price, etc., the bid will be awarded in accordance with the information contained in the bid document, based on first received as to date and time of receipt of the bid.

**NON-COLLUSION STATEMENTS:** In order for bids to be considered, a non-collusive statement must be submitted with the bid. A sample non-collusive bid statement is attached. Bidders may elect to submit their own notarized non-collusion statement.

**CONDITIONAL, QUALIFIED OR NON-RESPONSIVE BIDS/PROPOSALS:** All bids/proposals shall be submitted in the form and manner as indicated by the bid documents and bid forms. Any proposal which is not submitted in the form and manner indicated by the bid documents or which contains information, statements, conditions, or qualifications which place conditions or qualifications on the proposal submittal for purposes of making an award, or which alter any proposal terms, conditions, specifications, or forms, which has not been previously approved by written addendum from the Purchasing Agent, or which does not meet legal requirements, shall be declared as a qualified, conditional, or non-responsive proposal and shall be rejected without further consideration. Any proposal response that does not fully respond to and comply with all detailed specifications or requests for information, including execution of proposal forms, may be declared "non-responsive" and recommended for rejection. The City of Danbury shall not be responsible for any errors or omissions by the Offeror.

**UNBALANCED BIDS AND/OR EXCESSIVE LINE ITEM PRICES:** The City reserves the right to reject any bids in which unit prices, in the sole opinion of the City, are unbalanced. In addition, where the City has decided to make an award, it further reserves the right to non-utilize a particular line item that in the sole opinion of the City is excessively priced, and

reserves the right to obtain that item from another source

**CONTRACT:** A response to an Invitation to Bid (ITB) is an offer to contract with the City of Danbury based upon the terms, conditions and specifications contained in the City's ITB. Bids do not become contract unless and until executed by the City.

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

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

**PROPOSAL DOCUMENT:** *The Vendor may designate those portions of their proposal which contain trade secrets or other proprietary data. If a proposer includes data which is not to be disclosed to the public or which is to be used only for evaluation purposes, the proposer shall mark the title page with the legend:*

*"This response includes data that shall not be disclosed outside the City of Danbury and shall not be duplicated nor used, in whole or in part, for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this proposer as a result of, or in connection with, the submission of this data, the City of Danbury shall have the right to duplicate, use or disclose the data to the extent provided in the resulting contract and/or by law. This restriction does not limit the City of Danbury's right to use information contained in this data, if it is contained in another source without restriction. The data subject to this restriction is contained in pages (insert numbers or other identification)".*

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

**LANGUAGE DISPUTES:** Any disputes over the interpretation and/or meaning of any individual terms, conditions, and/or language within this Request for Bid/Proposal document shall be resolved by and at the sole discretion of the City Purchasing Agent in a manner that is in the best interest of, and best advantage to, the City of Danbury, provided any such interpretation shall be reasonable.

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

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

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

**TRADE NAME REFERENCES:** Any and all references to trade names, types, styles, model numbers, stock numbers or catalogs are intended to be descriptive only and not restrictive. The intention is to indicate to bidders the type and quality of the articles and or materials that will be satisfactory. When reviewing the information, it is the responsibility of the prospective bidder to inform the City of Danbury of any discrepancy that is found (i.e. number listed does not fit item description). Bids received on other makes or models with reference to other catalogs will be considered. The bidder is to clearly state in his/her bid exactly what he/she intends to furnish and to furnish with his/her bid a cut or illustration or other descriptive matter that will clearly indicate and give specification as to the product he/she proposes to furnish. Where a bid

is offered on an item other than the trade standard used in the specification the item should be identified on the bid form by entering the MAKE, TRADE NAME AND MODEL NUMBER. It is understood that any substitute and/or alternate that might be offered are guaranteed by the bidder to be of equal or better quality than is referenced in the bid. The item(s) must be equivalent as to function, basic design, type and quality of material, method of construction and any required dimensions. It shall be further understood that during original as well as subsequent shipments spot checks will be performed to insure that the items received are in fact the items offered in the bid. When received, should items/materials prove to be different from what was bid in any way, the bidder agrees to the return of the items and agrees to supply correct items (per bid specifications) at the bidders expense. In the event this return action is required, it is understood the bidder may be subject to removal from the City's approved bidder's list. Bidders are cautioned that surplus, seconds, factory rejects, floor samples, close outs or distressed items are not acceptable and shipments of substitutions, defective or shop-worn equipment will be returned for a full refund at the vendor's expense.

**QUANTITY:** The quantities and/or materials listed in the specifications/bid sheets may be increased or decreased by the City of Danbury or its designated representative based on actual need at the time the purchase orders are placed.

**QUALITY:** The City of Danbury reserves the right to reject any proposal in whole or in part offering equipment and/or materials and/or services that in its or its agent's opinion does not meet the quality standards desired. Such decision is final and not subject to further recourse by the bidder.

**SAMPLES:** forwarded by the bidder will be returned to the bidder at his request and expense. Requests for return of samples must be submitted in writing at the time the sample is given to the City of Danbury or its representative. Samples not returned to the bidder will be disposed of at the discretion of the City of Danbury or its designated representative. Large pieces of equipment submitted for evaluation and inspection are to be picked up by the bidder within 30 days of the bid opening date. The City of Danbury or its designated agent will dispose of items not picked up within 30 days.

**AWARD:** It is the intent to award this bid in its entirety to one bidder, however, the City reserves the right to award the bid line item by line item if it is deemed in its best interest to do so. In addition, bidders are advised that should budgetary constraints dictate, part, and/or all the items in this bid may be rejected. This decision shall be considered final and not subject to recourse by the bidder.

In determining the lowest or highest responsible bidder, the City reserves the right to consider, in addition to price, the compatibility, quality, cost of maintenance and availability of parts, experience and/or past performance of the bidder, sufficiency of the financial resources of the bidder as relates to the offerings as well as the ability of the bidder to provide future maintenance and service.

Documents previously submitted to the City of Danbury will not be considered as satisfying submission requirements for this bid.

No bidder can claim any contract rights by virtue of bidding alone. Awarding of the contract means actual written notice by letter and a properly executed purchase order to the bidder or bidders to whom the bid has been awarded.

**OPTION TO RENEW:** This bid, once awarded, may be extended by mutual consent for up to two (2) additional one-year periods.

**BONDS** (if applicable):

**Performance Bond:** The Contractor, when awarded the Bid, must submit within 10 days of the bid award, and before beginning the work or signing a contract, a Performance Bond amounting to one hundred percent (100%) of the total amount of the bid. Said performance bond must be in favor of the City of Danbury and executed by a surety company authorized to do business in the State of Connecticut. The City of Danbury reserves the right to retain the Bid Bond or Certified Check on bids below \$25,000.00 as a Performance Bond. On bids of \$25,000.00 or more the Performance Bond may be furnished in the following manner: Performance Bond, Surety Bond, Certified Check, Bank Check, Savings Account in both the City & Vendor's name or Letter of Credit.

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



licensed and authorized to do business in the State of Connecticut.

**Labor and Material Bonds:** Pursuant to Section 49-41(a) of the Connecticut General Statutes, as may be amended from time to time, a project for the construction, alteration or repair of any public building or public work, where the contract award amount is in excess of \$100,000.00, a labor (payment) and material bond in the full amount of the contract must be furnished to the City with a surety or sureties satisfactory to the City. Said bonds shall be filed with the Purchasing Agent on or before the award date. Any such bond shall have as principal the name of the person awarded the contract.

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

## **INSURANCE:**

**Certificate of Insurance:** All insurers must have an AM Best rating of A-V11 or better and admitted to do business in the State of Connecticut. All insurance policies must include a Waiver of Subrogation whereby the insured waives its right to subrogate against the City, its subsidiaries, employees, volunteers, directors and officers. Proof of proper insurance coverage, Workers Compensation Insurance, Liability and Property damage, and Vehicle Insurance shall be filed with the City of Danbury Purchasing Agent within 10 days after the award of the bid. The Certificate of Insurance must name the City of Danbury, 155 Deer Hill Avenue, Danbury, CT 06810, its subsidiaries, employees, volunteers, directors & officers as the "additional insured" and filed with the Purchasing Agent prior to commencement of work. Renewal Certificates of Insurance must be mailed to the Purchasing Agent 10 days prior to the expiration of the required coverage.

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

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

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

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

**PERMITS:** The successful bidder agrees to obtain all work/building permits as might be required. The cost of obtaining such permits is the responsibility of the bidder. The City of Danbury reserves the right to waive local permit fees. In addition, it shall be understood that where property lines are to be considered, bidders are to verify said lines and measurements with proper City Officials prior to commencement of work. It is to be understood that any/all specifications and/or plans or drawings contained in or developed as a result of the bid process are and shall be presented subject to the approval of the City of Danbury planning, zoning and building officials and that awards made prior to said approval are subject to cancellation.

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

## **SAFETY:**

**Machine and/or Equipment Hazard Assessment and Safety Training:** Upon delivery of machines and/or

equipment, suppliers are required to provide to the end-user employees, at no additional charge, a training session, which will emphasize hazard awareness and assessment and the safe use of such machinery/equipment.

**Occupational Safety and Health Act of 1970:** Seller shall warrant that the machinery, equipment or other materials covered hereby shall upon delivery to the City of Danbury, be in compliance with the standards required by said Act and any updates as pertain to or reference said Act as well as the standards required by comparable State and local laws, if any, for such machinery, equipment or other materials in effect at the time of delivery.

**Machines and/or Equipment Lockout/Tag out:** In an effort to comply with OSHA's final rule on the control of hazardous energy sources, vendors must warrant that any and all machines and/or equipment as is covered under this bid will be supplied and/or installed equipped with lockout/tag out devices as prescribed by OSHA.

**Toxic Substance Control Act (PL94-469):** Seller warrants that each and every chemical substance constituting or contained in the products sold or otherwise transferred to the City of Danbury under this bid and subsequent purchase orders is not on the list of prohibited chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to Act PL94-469 and are otherwise in compliance with said Act.

**Hazardous Materials:** Any materials required by this bid and subsequent purchase orders that are hazardous under federal, state, or local statute, ordinance, regulation, or agency order will be packaged, labeled, marked and shipped by the seller to comply with all federal, state and local regulations then in effect including but limited to the provisions of the Hazardous Materials Transportation Act and Regulations promulgated there under and will further comply with any special requirements and any policies and procedures of the City of Danbury relating to the purchase of hazardous materials as might be noted on subsequent purchase orders or otherwise communicated to seller in writing.

**Material Safety Data Sheets:** Shall be provided by the Seller upon delivery to the City of Danbury of any goods having constituents listed in the following references - OSHA 1910, ACHIG Current Threshold Values, DOT HazMat Table 49, IARC Carcinogen List, National Toxicology Program Carcinogen List, and/or Radioactive Materials. These Material Safety Data Sheets must be consistent with and include information required by the OSHA Hazard Communication Standard published as 29 CFR 1910.1200, as the same may be amended or supplemented from time to time.

**Asbestos:** Bidders are advised that asbestos-containing material may be located in the boiler rooms, pipe tunnels, storage areas and various portions of City buildings. Before proceeding on any contractual work on City buildings or their interiors, it is mandatory that bidders familiarize themselves with the asbestos-containing material and that said material be considered as a health hazard and all precautionary measures according to the Ahera Rules & Regulations be observed. It is the bidder's responsibility to notify all employees and/or subcontractors of this notification.

**SUBCONTRACTORS:** The successful bidder shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of the City of Danbury or its designated agent.

**EEO:** The successful bidder shall provide any/all additionally required, affirmative action statements, fair employment plans and non-discrimination programs and statement as might be required by the City of Danbury. In connection with the execution of this bid, subsequent purchase orders and/or contracts, the seller shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin. Bidders must comply with all rules & regulations of the Department of Labor with regard to Equal Employment Opportunities as pertains to municipalities.

**TERMINATION OF CONTRACT:** Any contract entered into by the City and the successful bidder shall provide that the City may terminate the contract upon thirty (30) days notice to the bidder.

**The City of Danbury reserves the right to award or reject any or all bids, or any portion thereof, to waive technicalities, and to award the bid and/or contracts to one or more bidders submitting essentially identical proposals and, that in the City's judgment, will best serve the public interest.**

The terms and conditions of these "Instructions to Bidders" are made a part this bid.

**SAMPLE FORM**

Bid # \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ being first duly sworn, deposes and says that:

1. I am \_\_\_\_\_ of \_\_\_\_\_, the bidder that has submitted the attached request for bid for \_\_\_\_\_;
2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Danbury or any person interested in the proposed bid; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

My commission expires \_\_\_\_\_

**SAMPLE FORM**

Bid # \_\_\_\_\_

- City
- Architect
- Contractor
- Surety
- Other

**PROJECT/BID NUMBER:**

TO: City of Danbury  
 Attn: Purchasing Agent  
 155 Deer Hill Avenue  
 Danbury, CT 06810

CONTRACTOR: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

In accordance with the provisions of the contract between the City of Danbury and the contractor as indicated above, the (insert name & address of Surety Co.)

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

\_\_\_\_\_, CONTRACTOR, hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the surety Company of any of its obligations to the City of Danbury as set forth in the Surety Company's bond.

Subscribed and sworn to before this  
 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 Notary Public

\_\_\_\_\_  
 Surety Company

\_\_\_\_\_  
 Authorized Representative's Signature

\_\_\_\_\_  
 Title

My commission expires \_\_\_\_\_

## BID SUBMITTAL CHECKLIST

THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH YOUR BID SUBMITTAL:

- BID COVER SHEET – WITH YOUR COMPANY INFORMATION COMPLETED
- PROPOSAL SHEET(S), IF SEPARATE FROM THE BID COVER SHEET
- EXCEPTIONS PAGE
- REFERENCES PAGE
- CERTIFICATE OF INSURANCE – PLEASE REMEMBER THAT THE CITY OF DANBURY IS TO BE LISTED AS AN ADDITIONAL INSURED ON THE POLICY
- NON-COLLUSION AFFADAVIT
- DESCRIPTIVE PRODUCT LITERATURE

**PLEASE NOTE REPLIES:** whether bid or no bid, must have the bid number clearly identified on the outside of the envelope. Bidders not marking the envelopes with the Bid number and date/time of opening on the envelope will have no recourse against the City of Danbury or its employees. Such bidders run the risk of the bid being opened prior to the scheduled Bid Opening time. Once opened such bids are public record. Any alleged oral agreement made by a bidder or contractor with any agency or employee of the City of Danbury will be disregarded.