



# City of New London

Department of Finance-Purchasing Agent  
13 Masonic Street • New London, CT 06320 • Phone (860) 447-5215 • Fax (860) 447-5297

## Invitation for Bids

*Specifications and Proposal Documents Attached*

**Bid No.:** 2010-02

**Opening Date and Time:** August 4, 2009 at 2:00 P.M.

**Title:** New Triple Combination Pumper

**Special Instructions:**

The following information must appear in the lower left hand corner of the envelope:

Sealed Bid No.: 2010-02

Not to be opened until August 4, 2009 at 2:00 P.M.

**Return Bid to:**

William R. Hathaway, Purchasing Agent  
City of New London  
13 Masonic Street  
New London, CT 06320

**Bids shall not be accepted after the Opening Date and Time indicated above.**



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## PLEASE RETURN THIS FORM IMMEDIATELY

Acknowledgement: Receipt of Invitation for Bids

Bid No.: **2010-02**

### New Triple Combination Pumper

Please take a moment to acknowledge receipt of the attached documents. Your compliance with this request will help us to maintain proper follow-up procedures and will ensure that you receive any addendum that may be issued.

Date Issued: 07/15/2009

Date documents received: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Do you plan to submit a response? Yes \_\_\_\_\_ No \_\_\_\_\_

Print or type the following information:

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

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

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

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

Received by: \_\_\_\_\_

**Note: Faxed acknowledgements are requested.**

**Fax No.: (860)447-5297**

**Fax this sheet only. A cover sheet is not required.**



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## Standard Invitation for Bids (IFB) and Contract Terms and Conditions

All Invitations for Bids issued by the City of New London (City) will bind Bidders to the terms and conditions listed below, unless specified otherwise in any individual Invitation for Bids.

Incorporated by reference into this contract are the provisions of Section 2-66 through 2-71 of the Code of Ordinances of the City of New London.

The contractor agrees to comply with the Code of Ordinances as they exist on the date of the contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

### Submission of Bids

1. Bids must be submitted on forms supplied by the City of New London. Telephone, facsimile or e-mail bids will not be accepted in response to an Invitation for Bids. An original and one (1) copy of the Proposal Form shall be returned to the Purchasing Agent.
2. The date and time bids are to be opened are given in each Invitation for Bids issued. Bids received after the specified date and time of the bid opening given in each Invitation for Bids will not be considered. Bid envelopes must clearly indicate the bid number as well as the date and time of the bid opening. The name and address of the bidder should appear in the upper left-hand corner of the envelope.
3. Incomplete proposal forms may result in the rejection of the bid. Amendments to bids received by the Purchasing Agent after the date and time specified for the bid opening shall not be considered. Bids shall be computer prepared, typewritten or handwritten in ink. Bids submitted in pencil shall be rejected. A person duly authorized to sign bids for the bidder shall sign all bids. Unsigned bids shall be rejected. The person signing the Proposal Form or their authorized designee must initial errors, alterations or corrections on both the original and copy of the Proposal Form to be returned. In the event an authorized designee initials a correction, there must be written authorization from the person signing the Proposal Form to the person initialing the erasure, alterations or corrections. Failure to do so shall result in rejection of the bid for those items erased, altered or corrected and not initialed.
4. Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one that limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the Invitation for Bids.
5. Alternate bids will not be considered. An alternate bid is defined as one that is submitted in addition to the bidder's primary response to the Invitation for Bids.
6. Prices should be extended in decimal, not fraction, to be net and shall include delivery and transportation charges fully prepaid by the Contractor to the destination specified in the Invitation for Bids and subject only to cash discount.
7. Pursuant to Sections 12-412 and 12-412(1) of the Connecticut General Statutes, the City of New London is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in the bid prices.
8. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.
9. By its submission the Bidder represents that the bid is not made in connection with any other Bidder submitting a bid for the same commodity or commodities and is in all respects fair and without collusion or fraud.

## Standard Invitation for Bids (IFB) and Contract Terms and Conditions

10. All bids will be opened and read publicly and upon award are subject to public inspection.

### Guaranty or Surety

11. Bid bonds, performance bonds, and labor and material bonds will be required as specified below. Guaranty or surety may be in the form of certified check. Bonds must meet the following requirements: Corporation – must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; Firm or Partnership - must be signed by all of the partners and indicate they are “doing business as”; Individual – must be signed by the owner and indicated as “Owner”. The surety company executing the bond or countersigning must be licensed in Connecticut and an official of the surety company must sign the bond with the corporate seal affixed over the signature. Signatures of two (2) witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

**Bid Bond** – Ten percent (10%) due at time of bid for all contract services and public works/construction projects that exceed twenty thousand dollars (\$20,000.00)

**Performance Bond** – One hundred percent (100%) of contract price for projects that exceed fifty thousand dollars (\$50,000.00).

**Labor and Material Payment Bonds** – One hundred percent (100%) of contract price for projects that exceed fifty thousand dollars (\$50,000.00).

### Award

12. Award of this contract will be made to the lowest responsible bidder and will be based on net cost and City specifications. The City of New London reserves the right to award this contract to other than the low proposer and to make multiple awards if deemed in the best interest of the City.
13. The City of New London allows a fifteen percent (15%) local vendor preference. A New London based business will be considered the lowest responsible bidder if its bid is within fifteen percent (15%) of the low bid and it is willing to accept the award at the low bid price. Any bidder claiming to be a New London based business must provide documentation that all of its motor vehicles are registered in New London and that payment of all of its property and motor vehicle taxes are current.
14. The City of New London may reject any bidder in default of any prior contract or guilty of misrepresentation or any bidder with a member of its firm in default or guilty of misrepresentation.
15. The Purchasing Agent may correct inaccurate awards resulting from clerical or administrative errors.

### Other Requirements

16. All contractors for construction projects which utilize apprenticeship trades or occupations in the performance of contracts are subject to the following requirements:
  - (a) The contractor shall be affiliated with a State certified apprenticeship program for each apprenticeship trade or occupation represented in its workforce.
  - (b) A minimum of ten (10) percent of the workforce by trade employed by contractors on projects covered by prevailing wage dollar thresholds shall be apprentices and, of this number, a minimum of fifty (50) percent shall be in the first year of apprenticeship training.
  - (c) The contractor or subcontractor must show proof of participation in a State certified apprenticeship program prior to being awarded any contracts.

## Standard Invitation for Bids (IFB) and Contract Terms and Conditions (con't)

- (d) For projects covered by this ordinance, the town has an employment preference goal for construction jobs offered to local residents on prevailing wage projects with thresholds greater than \$100,000 for renovation projects and \$400,000 for new construction. With respect to work covered by this ordinance it is understood that contractors shall make a good faith effort to employ a workforce comprised of twenty-five (25) percent local resident of New London County, CT, with City of New London residents getting a priority representing fifty (50) percent of said participation, which will include twenty-five (25) percent female and minority.

### Contract

17. The existence of a contract shall be determined in accordance with the requirements set forth above.
18. The Contractor shall not assign or otherwise dispose its contract or its right, title or interest, or its power to execute such contract to any other person, firm or corporation without the prior written consent of the City of New London.
19. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority for the City of New London to purchase these commodities or services on the open market. The contractor agrees to promptly reimburse the City of New London for excess cost of these purchases. The purchases will be deducted from the contracted quantities.
20. The Contractor agrees to hold the City of New London harmless from liability of any kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the Contract; Guarantee its products against defective material or workmanship; repair damages of any kind, for which it is responsible to the premises or equipment, to its own work or to the work of other contractors; obtain and pay for all licenses, permits, fees etc., and to give all notices and comply with all requirements of the City of New London, the State of Connecticut and the U.S. Government.
21. Insurance requirements generally apply to contract services, professional services and public works improvement/construction projects. The Contractor will carry commercial general liability insurance to protect the City of New London from loss. The following minimum limits shall be met:

**Bodily Injury and Property Damage** – One million dollars (\$1,000,000.00) each occurrence; two million dollars (\$2,000,000.00) aggregate

**Products or Completed Operations** - One million dollars (\$1,000,000.00) each occurrence; two million dollars (\$2,000,000.00) aggregate

**Professional Liability (Errors and Omissions) Coverage appropriate to the contractor's operations** – Two million dollars (\$2,000,000.00) each occurrence

**Commercial Automobile Coverage including owned, non-owned, leased and hired vehicles (if used on City of New London property)** – One million dollars (\$1,000,000.00) combined single limit for each accident.

**Workers' Compensation Coverage** - Will be in accordance with State of Connecticut requirements at the time of bid.

Any deductible or self-insured retention must be disclosed and any claim payments falling within the deductible shall be the responsibility of the contractor.

The Contractor shall require all subcontractors to carry the same forms and minimum coverages that it is required to provide. Evidence of these coverages must be provided to the City of New London Purchasing Agent prior to the contractor or subcontractor coming onto the work site.

## **Standard Invitation for Bids (IFB) and Contract Terms and Conditions (con't)**

All insurance policies shall be endorsed to the City of New London, its officers and employees as additional insured, and shall not be reduced or cancelled without thirty (30) days prior written notice to the Purchasing Agent. In addition, the contractor's insurance shall be primary as respects the City of New London, and any other insurance maintained by the City of New London shall be excess and not contributing insurance with the contractor's insurance.

22. Notwithstanding any provision or language in this contract to the contrary, the City Manager may terminate this contract upon approval by the City Council, whenever he/she determines that such termination is in the best interest of the City of New London. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the City of New London for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the City of New London all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing its duties under this contract, whether completed or in progress. All such documents, information and materials shall become the property of the City of New London. In the event of such termination, the contractor shall be entitled to reasonable compensation as determined by the City Manager, however, no compensation for lost profits shall be allowed.

### **Delivery**

23. All products and equipment delivered must be new unless otherwise stated in the proposal specifications.
24. All deliveries will be to the locations specified by the City of New London. The City of New London does not have a loading dock therefore all Contractors will be responsible for inside delivery without assistance from City of New London personnel.
25. Payment terms are net 45 days after receipt of goods or invoice, whichever is later, unless otherwise specified.
26. Charges against a Contractor shall be deducted from current obligations. Money paid to the City of New London shall be payable to the Treasurer, City of New London.

### **Saving Clause**

27. The Contractor shall not be liable for losses or delays in the fulfillment of the terms of the contract due to wars, acts of public enemies, strikes, fires, floods, acts of God or any other acts not within the control of or reasonably prevented by the Contractor. The contractor will give written notice of the cause and probable duration of any such delay.

### **Advertising**

28. Contractors may not reference sales to the City of New London for advertising and promotional purposes without prior approval of the City of New London.

### **Rights**

29. The City of New London has sole and exclusive right and title to all printed material produced for the City of New London and the Contractor shall not copyright the printed matter produced under this contract.
30. The Contractor assigns to the City of New London all rights, title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the Connecticut General Statutes. This assignment occurs when the contractor is awarded the contract.
31. The Contractor agrees that it is in compliance with all applicable federal, state and local regulations, including but not limited to Connecticut General Statutes Section 7-148i. The Contractor also agrees that it will hold the City of New London harmless and indemnify the City of New London from any action which may arise out of any act by the Contractor concerning lack of compliance with these laws and regulations. All purchases will be in

## **Standard Invitation for Bids (IFB) and Contract Terms and Conditions (con't)**

compliance with Sections 22a-194 to 22a-194g of the Connecticut General Statutes related to product packaging.

32. This contract is subject to the provisions of Executive Order Number Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provision of Executive Order Number Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and Section 16 of Public Act 91-58, nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

CITY OF NEW LONDON  
FIRE DEPARTMENT  
SPECIFICATION



**2009 TRIPLE COMBINATION PUMPER**



## **BIDS**

Supply at least one (1) new Triple Combination Pumper, similar design and lay out as the existing New London Engines 21 and 31, in strict accordance with the following specifications.

## **INTENT**

It is the intent of these specifications to cover the furnishing and delivery to the City of New London of a complete apparatus equipped as hereinafter specified. With a view toward obtaining the best results and the most acceptable apparatus for service in New London, these specifications cover the requirements as to the type of construction and tests to which the apparatus must conform, together with certain details as to finish, equipment and appliances with which the successful bidder must conform. Details of construction and materials where not otherwise specified, are left to the discretion of the contractor, who shall be solely responsible for the design and construction of all non-specified features. The apparatus shall conform to the requirements of the National Fire Protection Association Standard numbers 1901 and 1500 latest edition and exceed NFPA 1901 and 1500 where specified in addition to any and all requirements of the State of Connecticut, Department of Motor Vehicles.

These specifications are a compilation of various manufacturer specifications, specifications produced by other Fire Departments and the needs of the New London Fire Department. It is therefore anticipated and expected that exceptions will be taken to these specifications.

The City of New London will examine each proposal based on it's own individual merit.

The successful bidder shall be an established manufacturer with a certainty of being capable of furnishing parts, service and technical assistance for the next twenty (20) years.

Each bidder shall furnish satisfactory evidence of an ability to construct the apparatus specified, and shall state the location of the factory where the apparatus will be built. They shall also show that they able to render prompt service and to furnish replacement parts for the apparatus.

As service for fire apparatus is a very important consideration, it is required that the successful bidder have a fully stocked Service Center that maintains a parts inventory for the pumper, as well as being able to render prompt service work. The Service Center shall be within a reasonable distance of the City of New London and preferably within Connecticut; no exceptions. The City of New London may wish to inspect the Service Center, prior to awarding of a contract.

The City of New London reserves the right to accept or reject any or all bids or to accept any bid deemed in the best interest of the New London Fire Department, which may not necessarily be the low bid. All decisions shall be final.

## **CONSTRUCTION- APPROVAL OF DRAWINGS**

A blue print must be approved by the New London Fire Department prior to any metal being sheared or cut for the unit. The New London Fire Department, the Dealer and the Manufacturer shall each have a copy of this blueprint. This final, approved blueprint shall then become a part of the total contract.

The manufacturer shall make provisions for three (3) persons, who the Fire Chief will designate, to inspect the apparatus two (2) times at the factory during construction. The Fire Chief will determine the phase of construction when the inspections take place. The entire expense for the inspection tour must be paid for by the manufacturer, including transportation, lodging and sustenance.

## **QUALITY AND WORKMANSHIP**

The design of the apparatus shall be modular in design and conform to the construction technique outline in this specification.

The workmanship must be of the highest quality in its respective field. Special consideration shall be given to the following points:

- accessibility to components needing periodic maintenance
- ease of driving
- ease of pumping
- overall symmetrical proportions

Construction shall be rugged and safety factors must be provided to carry the loads and weights specified.

Welding shall not be employed in the assembly of the apparatus in a manner that will prevent the removal of major component parts for service and/or repair. This includes, but is not limited to, individual body components, doors, pans, braces, sub-frames, body sides, steps, etc.

Any and all weldments used in construction that will become concealed or inaccessible upon completion of the apparatus shall be tested and certified prior to final construction. Documentation shall be provided to the City of New London verifying such tests.

“Pop” rivets, their equivalent or self tapping screws shall not be used in any phase of construction or any component of the apparatus.

The vendor, at their expense, shall have Underwriters Laboratories Incorporated or other nationally recognized testing agencies, conduct tests and certify the fire pump. A copy of all certification tests shall accompany the apparatus.

The successful bidder shall be solely responsible to defend any and all suits and assume all liability for the use of any patented process, device or article forming a part of the apparatus or any appliance furnished under the contract.

## **DELIVERY**

The manufacturer shall specify in their bid the number of calendar days after acceptance of the contract by them that the apparatus will be delivered to the City of New London.

Responsibility for the apparatus and equipment shall remain with the manufacturer until the satisfactory completion of acceptance tests and formal acceptance by the City of New London.

Permission to keep or store the apparatus in any building owned or occupied by the City or that is used by the City, with permission of the City and the Manufacturer shall not constitute acceptance.

The manufacturer must provide an original “Certificate of Origin” certifying that he is the builder of the apparatus.

The manufacturer shall deliver the apparatus to the City of New London with the services of qualified and responsible representative(s) of the manufacturer who shall remain in the City of New London for at least three (3) days to instruct New London Fire Department personnel in the operation, care and maintenance of the apparatus as well as perform delivery tests.

To insure proper break in of all components while still under warranty, the apparatus shall be delivered over the road, under its own power.

The vehicle shall not be driven over the road during inclement weather; the intent being the vehicle shall not be exposed to ice, snow, sanded or salted roads.

If the vehicle is driven over the road during inclement weather and exposed to ice, snow, sanded or salted roads, the manufacturer shall be responsible for thoroughly cleaning and de-salting of the entire apparatus.

The manufacturer shall supply, at the time of delivery two (2) copies of a complete operation and maintenance manual which shall cover the completed apparatus as delivered. This information shall include, but not be limited to the chassis, piping, valves, wiring, lubrication charts, Firefighting equipment and any other auxiliary equipment such as lighting, gauges and warning devices.

The manufacturer shall furnish copies of the Pump Certification of Hydrostatic Test, the engine manufacturers Certified Brake Horsepower curve and the pump manufactures record of Pump Construction Details.

## **WARRANTY**

The manufacturer shall warrant the entire apparatus proposed, manufactured and/or assembled by them to be free from defects in material or workmanship under normal use and service for a period of one (1) year from the date of delivery. The warranty shall cover the cost of parts and labor for the warranty period. The bidder shall submit with the proposal a complete description of the warranty they are providing.

Warranties that exceed one (1) year and are provided at no additional cost to the City of New London, will be given favorable consideration in determining a successful bidder.

## **MISCELLANEOUS**

Bidders should also submit their own specification to assist the City of New London in evaluating the bidders proposal.

General artists conception type drawings showing various views of the proposed apparatus must be included as part of the proposal.

## **BID BONDS**

A bid bond in the amount of 10% of the total bid amount shall be furnished with the bid. All bid bonds will be returned to unsuccessful bidders within thirty days of the award of bid.

## **PERFORMANCE BOND**

The successful bidder shall provide a 100% full performance and guarantee supply contract bond issued by a reputable insurance company licensed to do business in the State of Connecticut. This bond shall be required prior to the signing of the contract. The performance bond must be in full force and effect from the date of signing of the contract until a period of one year (365 days) from the date of payment and acceptance of the apparatus by the City of New London.

The supply contract bond must be issued in the total amount of the contract, refer to the specific contract and must state that the bond will be in full force and effect until the completion of the one (1) year guarantee.

## **FINANCING**

The City of New London may be interested in a lease purchase agreement or prepayment agreements for the purchase of fire apparatus. Bidders are requested to submit such proposals with their bid on the fire apparatus.

Only lease purchase programs submitted with a proposal will be considered.

## **CONTACT PERSONS**

Questions regarding this Invitation for Bids shall be submitted in writing to William R. Hathaway, Purchasing Agent, no later than **12:00 P. M. on July 24, 2009**. Questions may be submitted by:

U. S. Mail	13 Masonic Street, New London, CT 06320
Fax:	(860)447-5297
E-mail:	<a href="mailto:whathaway@ci.new-london.ct.us">whathaway@ci.new-london.ct.us</a>

All questions will be answered in an addendum to this Invitation for Bids.

## **QUESTIONNAIRE**

The attached questionnaire shall be filled out completely, signed , dated and returned as part of the proposal.

Failure to complete or submit the questionnaire shall be cause for rejection.

## **SPECIFICATIONS**

Each bidder shall check yes or no beside each item. Items checked no will be considered an exception to the specifications, requiring the exception to be explained on a separate sheet attached to the proposal.

Specifications with yes or no checked, a questionnaire, exception sheet(s), supporting documentation, the manufacturers own specifications and illustrations shall be submitted with each proposal.

These specifications shall become part of the contract between the City of New London and the successful bidder.

## **CONTRACT FORMS**

## CONTRACT FOR SERVICES

THIS AGREEMENT made and entered into this \_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_ (legal name and address), hereinafter called "**Contractor**" and the City of New London, 181 State Street, New London, CT 06320, hereinafter called "**City**."

WHEREAS, the City desires to enter into a contract for services, and the Contractor represents itself as competent and qualified to accomplish the specific requirements of this contract to the satisfaction of the City, therefore this contract is entered into under the following terms and conditions:

1. The Contractor agrees to perform the services described below or in attachments if applicable. (Attachments must be specifically labeled; for example, "Attachment A, consisting of \_\_\_\_\_ pages, attached hereto and made a part hereof," and be initialed by authorized representatives of both parties.) Only those attachments specifically referenced in this Contract for Services shall apply. The terms and conditions as contained in this Contract for Services shall take precedence over any conflicting terms as may be attached hereto.

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2. **Term of the Contract:** The start date for this Contract shall be \_\_\_\_\_ and the completion date of this Contract shall be \_\_\_\_\_.

3. **Contract Price:** The City shall pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed for the price of \$ \_\_\_\_\_.

4. **Contract Documents:** The Contract Documents consist of this Agreement, the Standard Bid and Contract Terms and Conditions, the Instructions to Bidders, the Contractor's bid as accepted by the City, the General and Special Conditions of the Work, the Technical Specifications, the drawings and all Addenda attached hereto.

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any of the other Contract Documents, the provisions of the Agreement shall prevail.

Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the edition of the standard specification, manual, code or laws or regulations identified in the reference. In the event a particular edition is not identified, the reference shall mean the latest edition in effect at the time of receipt of the bid. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the City, the Contractor or any of their consultants, agents or employees from those set forth in the Contract Documents.

5. **Obligations And Liability Of The Contractor:** The Contractor shall do all the work and perform and furnish all the labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies and all other things (except as otherwise expressly provided herein) necessary and as herein specified for the proper performance and completion of the Work in the manner and within the time hereinafter specified, in strict accordance with the Drawings, Specifications and other Contract Documents, in conformity with the directions and to the satisfaction of the City, and at the prices herein agreed upon therefor.

All parts of the Work and all fixtures, equipment, apparatus and other items indicated on the Drawings and not mentioned in the Specifications, or vice versa, and all work and material usual and necessary to make the Work complete in all its parts, including all incidental work necessary to make it complete and satisfactory and ready for use and operation, whether or not they are indicated on the Drawings or mentioned in the Specifications, shall be furnished and executed the same as if they were called for both by the Drawings and by the Specifications.

The Contractor shall coordinate his operations with those of any other contractors who may be employed on other work of the City, shall avoid interference therewith, and shall cooperate in the arrangements for storage of materials and equipment.

The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel. Wherever and whenever necessary or required, he shall maintain fences, furnish watchmen, maintain lights, and take such other precaution as may be necessary to protect life and property.

The Contractor shall indemnify and save harmless the City and its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease or death sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the Work, whether or not due to or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, his officers, agents, servants or employees, any of his subcontractors, the City or any of their respective officers, agents, servants or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the City, its officers, agents, servants, or employees, against any such damages occasioned solely by acts or omissions of the owner other than supervisory acts or omissions of the City in the Work.

The Contractor shall have complete responsibility for the Work and the protection thereof, and for preventing injuries to persons and damage to the Work and property and utilities on or about the Work, until final completion and final acceptance thereof. He shall in no way be relieved of his responsibility by any right of the City to give permission or directions relating to any part of the Work, by any such permission or directions given, or by failure of the City to give such permission or directions. The Contractor shall bear all costs, expenses, losses and damages on account of the quantity or character of the Work or the nature of the land (including but not limited to subsurface conditions) in or under or on which the Work is done being different from that indicated or shown in the Contract Documents or from what was estimated or expected, or on account of the weather, elements, or other causes.

The Contractor shall conduct his operations so as not to damage existing structures or work installed either by him or by other contractors. In case of any such damage resulting from his operations, he shall repair and make good as new the damaged portions at his own expense with the consent of the damaged party. In the event that consent is not given, the Contractor shall continue liable for the damage caused.

The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, their officers, agents, servants and employees as he is for his own acts and omissions and those of his own officers, agents, servants and employees.

Should the Contractor sustain any loss, damage or delay through any act or omission of any other contractor or any subcontractor of any such other contractor, the Contractor shall have no claim against the City therefor, other than for an extension of time, but shall have recourse solely to such other contractor or subcontractor.

If any other contractor or any subcontractor of any such other contractor shall suffer or claim to have suffered loss, damage or delay by reason of the acts or omissions of the Contractor or of any of his subcontractors, the Contractor agrees to assume the defense against any such claim and to reimburse such other contractor or subcontractor for such loss or damage.

The Contractor agrees to and does hereby indemnify and save harmless the City from and against any and all claims by such other contractors or subcontractors alleging such loss, damage or delay and from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, arising out of, relating to or resulting from such claims.

The Contractor shall promptly pay all federal, state and local taxes which may be assessed against him in connection with the Work or his operations under this Agreement and/or the other Contract Documents, including, but not limited to, taxes attributable to the purchase of material and equipment, to the performance of services, and the employment of persons in the prosecution of the Work.

**6. Supervision Of Work:** The Contractor shall be solely responsible for supervision of the Work, shall give the work the constant attention necessary to ensure the expeditious and orderly progress thereof, and shall cooperate with the City, its officers, agents or employees in every possible way.

At all times, the Contractor shall have as his agent on the Work a competent superintendent capable of reading and thoroughly understanding the Drawings and Specifications, with full authority to execute the directions of the Engineer without delay and to supply promptly such labor, services, materials, equipment, plant, apparatus, appliances, tools, supplies and other items as may be required. Such superintendent shall not be removed from the Work without the prior written consent of the City. If, in the opinion of the City, the superintendent or any successor proves incompetent, the Contractor shall replace him with another person approved by the City; such approval, however, shall in no way relieve or diminish the Contractor's responsibility for supervision of the Work.

Whenever the Contractor or his agent or superintendent is not present on any part of the Work where it may be necessary to give directions or instructions with respect to such work, such directions or instructions may be given by the City to and shall be received and obeyed by the foreman or any other person in charge of the particular work involved.

**7. Insurance:** The Contractor shall procure and maintain insurance of the types specified below, and to the limits for this insurance specified in the Standard Bid and Contract Terms and Conditions and the City of New London Code of Ordinances, Article IV., Section 2-71. All insurance shall be obtained from companies satisfactory to the City.

Insurance shall be in such forms as will protect the Contractor from all claims and liability for damages for bodily and personal injury, including accidental death, and for property damage, which may arise from operations under the Contract, whether such operations be by himself, his subcontractors, or by anyone directly or indirectly employed or engaged by him.

The following types of insurance shall be provided before starting and until final completion and acceptance of the Work and expiration of the guarantee period provided for in the Agreement.

- a. Workmen's Compensation and Employer's Liability Insurance.
- b. Bodily Injury Insurance for operations and completed operations and Contractor's Protective Bodily Injury Insurance.
- c. Property Damage Insurance for operations and completed operations and Contractor's Protective Property Damage Insurance, each including coverage for injury to or destruction of wires or pipes and similar property and appurtenant apparatus and the collapse of or structural injury to any building or structure except those on which work under the Contract is being done. Blasting and explosion coverage shall be obtained if there is a need for blasting under the Contract, and no blasting shall be performed until such insurance has been secured.
- d. Bodily Injury Insurance covering the operation of all motor vehicles owned by the Contractor.
- e. Personal Injury Insurance to cover claims for personal injury and including claims brought by employees.
- f. Property Damage Insurance covering the operation of all motor vehicles owned by the Contractor.
- g. Insurance to cover bodily injuries and property damage resulting from the use of motor vehicles not owned by the Contractor, while such vehicles are being operated in connection with the prosecution of the Work.
- h. Contractual Liability Insurance covering the liability assumed by the Contractor under the fifth paragraph of that subsection titled "Obligations and Liability of Contractor" of this Agreement.
- i. Owner's Protective Liability and Property Damage Insurance to protect the City and any Engineer against claims for Property damage and for bodily injuries, including accidental death, caused by the operations of the Contractor or his subcontractors on the Work. The policy shall indicate the City and any Engineer as the named insured. A copy of the policy shall be furnished to the City and a Certificate of Insurance shall be furnished to any Engineer.

All policies shall be so written that the owner will be notified in writing of cancellation or restrictive amendment at least 30 days prior to the effective date of such cancellation or amendment.

Certificates from the Contractor's insurance carriers stating the coverages provided, the limits of liability, and expiration dates shall be filed in triplicate with the Engineer before operations are begun. Such certificates shall be on the form furnished by the Engineer.

Renewal certificates must be furnished by the Contractor prior to the expiration date of any of the initial insurances.

No insurance required or furnished hereunder shall in any way relieve the Contractor of or diminish any of his responsibilities, obligations and liabilities under the Contract.

**8. Contract:** This Agreement, which includes all the Contract Document elements listed in paragraph 1 above, forms the Contract between the parties identified in the heading of this document. In the event that any provision of the Contract conflicts with any other provision of this Contract, the decision of the City will be final.

**9. Funding and Fiscal Year Appropriations:** Appropriations for expenditures by the City and authorization to spend for a particular purpose are ordinarily made on a fiscal year basis. The fiscal year of the City is the twelve (12) month period ending June 30 of each year. The obligations of the City under this Contract for the present or any subsequent fiscal year following the fiscal year in which this Contract is executed are subject to the appropriation of funds sufficient to discharge the City's obligation, which accrues in this or any subsequent fiscal year. In the absence of such appropriation or authorization, this Contract shall be terminated immediately upon the Contractor's receipt of notice to said effect without liability for damages, penalties or other charges arising from early termination. Expenditures for Contracted services that will extend beyond a single fiscal year shall not exceed in any fiscal year the amount appropriated and authorized for said fiscal year. The Contractor's yearly costs, as contained herein, may not exceed the amount appropriated for said year.

**10. Termination:** The Contract may be terminated without cause by either party by giving written notice to the other at least thirty (30) calendar days prior to the effective date of termination stated in the notice. If Contractor fails to fulfill his obligations, the City may terminate this Contract by giving written notice to the Contractor at least seven (7) calendar days before the effective date of termination stated in the notice. The notice shall state the circumstances of the alleged breach and may state a period during which the alleged breach may be cured, which cure shall be subject to approval by the City.

**11. Obligations in Event of Termination:**

A. Upon termination, all finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Contract, shall become the property of the City.

B. The City shall promptly pay the Contractor for all services performed to the effective date of termination, subject to indemnification provisions of Paragraph 5 hereof and subject to offset of sums due the Contractor against sums owed by the Contractor to the City.

**12. Record keeping, Audit, and Inspection of Records:** The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The Federal grantor agency, the State Auditor, the City, or any of their duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review, and copying of records.

**13. Publicity, Publication, Reproduction and Use of Contract Products or Materials:** Unless provided otherwise by law or the City, title and possession of all data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for with City funds shall vest with the City at the termination of the Contract. The Contractor shall at all times obtain the prior written approval of the City before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. If the Contractor, or any of its subcontractors, publishes a work dealing with any aspect of performance



under the Contract, or of the results and accomplishments attained in such performance, the City shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication. The Contractor shall use reasonable means to inform the public that the City provides financial support for its operations and services by explicitly stating on publicity material, stationery, posters and other written materials, and on its premises the following: "This program is supported in part (in full) by the City of New London."

**14. Assignment by Contractor and Subcontracting:** The Contractor shall not assign or in any way transfer any interest in this Contract without the prior written consent of the City, nor shall he subcontract any services without the prior written approval of the City.

**15. Connecticut Law:** It is agreed that this contract shall be governed by, construed, and enforced in accordance with the internal laws of the State of Connecticut.

**16. Venue:** In the event of litigation, the parties do agree to be contractually bound to submit themselves to the personal jurisdiction of the state courts of Connecticut. The venue for any court proceeding shall be in the Superior Court for the Judicial District for New London at New London, Connecticut.

**17. Waiver of Jury Trial:** CONTRACTOR HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND CONTRACTOR HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THE CITY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF CONTRACTOR'S CONSENT TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

**18. Nondiscrimination and affirmative action provisions, nondiscrimination provisions regarding sexual orientation, Executive Order Number Three and guidelines and rules, Executive Order Number Seventeen, Executive Order Number Sixteen and sexual harassment policy:**

For the purposes of this article, the word "contractor" is substituted for and has the same meaning and effect as if it read "Contractor's name." Section A of this article is inserted in connection with subsection (a) of Section 4a-60 of the General Statutes of Connecticut, as revised. Section B of this article is inserted in connection with subsection (a) of Section 4a-60a of the General Statutes of Connecticut, as revised.

A. (a) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For the purposes of this section, "Commission" means the Commission on Human Rights and Opportunities.

For the purposes of this section, "public works contract" means any agreement between any individual, firm, or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance, or guarantees.

(b) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness,

unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e, and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts concerning the employment practices and procedures of the contractor as they relate to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) Determination of the contractor's good faith efforts shall include, but shall not be limited to, the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The contractor shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor, or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

B. (a) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56 of the Connecticut General Statutes; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts concerning the employment practices and procedures of the contractor that relate to the provisions of this section and Section 46a-56 of the Connecticut General Statutes.

(b) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor, or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall

take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Section 46a-56 of the Connecticut General Statutes; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(c) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

C. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be cancelled, terminated, or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

D. This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be cancelled, terminated, or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the State Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

E. This contract is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, the contract may be canceled, terminated, or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. Executive Order No. Sixteen is attached hereto and made a part hereof. The parties agree to comply with such executive order. In addition, the contractor agrees to include a copy of Executive Order No. Sixteen, and the requirement to comply with said executive order, in all contracts with its contractors, subcontractors, consultants, sub-consultants, and vendors.

F. This contract is subject to the provisions of the City of New London Sexual Harassment Policy ("Policy") and, as such, the contract may be canceled, terminated, or suspended by the City in the event that the contractor, its employees, contractors, subcontractors, consultants, sub-consultants, or vendors engages in behavior prohibited by the provisions of the Policy (a copy of the Policy is attached hereto). The contractor agrees to include a copy of the Policy, and the requirement to prevent behavior as defined in such Policy, in all contracts with its contractors, subcontractors, consultants, sub-consultants, and vendors.

**19. Force Majeure:** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

**20. Compliance with Laws and Indemnification of the City of New London:** The Contractor shall comply with all applicable laws, rules, regulations, ordinances, orders or requirements of the State of Connecticut and any governmental authority relating to the delivery of the services specified in this Contract. The City may require the Contractor to pay fines, penalties, and damages that may arise out of or may be imposed because of, the Contractor's breach or failure to comply with the provisions of this Contract. Unless otherwise provided by law the Contractor shall indemnify and hold harmless the City, its agents, officers and employees against any and all liability, loss,

damages, penalties, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay resulting from, arising out of, or in connection with the services performed or delivered under this Contract by reason of acts, inactions, omissions, negligence, reckless or intentional misconduct of the Contractor, its agent(s), officers, employees or subcontractors; provided that the Contractor is notified of any claim within a reasonable time after the City becomes aware of it, and the Contractor is afforded an opportunity to participate in the defense of such claim. In such event, no negotiated settlement agreement shall be binding on the Contractor without the Contractor's concurrence.

**21. Waivers And Severability:** All conditions, covenants, duties and obligations contained in this Contract can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. A waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

**22. Amendments:** No amendment to this Contract shall be effective unless it is signed by authorized representatives of both parties and complies with all other regulations and requirements of law.

**23. Entire Agreement:** The parties understand and agree that this Contract and attachments (if any), which includes all Contract Documents, supersede all other verbal and written agreements and negotiations by the parties relating to the services under this Contract.

**24. Notice:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing addressed to the persons and addresses indicated in the caption of this Contract on page 1.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in two (2) original copies on the day and year first above written.

OWNER:

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

Its Duly Authorized Agent

Its Duly Authorized Agent

Approved as to form:

\_\_\_\_\_  
Thomas J. Londregan, Esq., Director of Law

Date Signed \_\_\_\_\_

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, as Principal  
(hereinafter called Principal) and \_\_\_\_\_  
as Surety, (hereinafter called Surety) are held and firmly bound unto \_\_\_\_\_  
\_\_\_\_\_ as Obligee (hereinafter called Owner), for the use and  
benefit of claimants as hereinbelow defined;  
in the amount of \_\_\_\_\_ Dollars (\$  
\_\_\_\_\_) for the payment whereof the Principal and Surety bind themselves, their heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_ entered into a Contract with the  
owner for \_\_\_\_\_

\_\_\_\_\_ which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if the said Principal shall promptly pay for all materials furnished and labor supplied or performed in the prosecution of the work included in and under the aforesaid Contract, whether or not the material or labor enters into and becomes a component part of the real asset, then this obligation shall be null and void otherwise it shall remain in full force and effect.

PROVIDED, that any alterations which may be made in the terms of the Contract or in the work to be done under it, or the giving by the Owner or any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal and the Surety or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety for any such alterations, extension or forbearance being hereby waived.

Any party, whether a subcontractor or otherwise, who furnished materials or supplies or performs labor or services in the prosecution of the work under said Contract, and who is not paid therefore, may bring a suit on this Bond in the name of the person suing, prosecute the same to a final judgment and have the execution thereon for such sum as may be justly due.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

\_\_\_\_\_  
(Corporate Principal)

Attest:

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_ By

\_\_\_\_\_  
Affix  
Corporate  
Seal

\_\_\_\_\_  
(Corporate Surety)

Attest:

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_ By

\_\_\_\_\_  
Affix  
Corporate  
Seal

Countersigned  
by \_\_\_\_\_

Attorney-in-Fact, State of \_\_\_\_\_, Power-of- Attorney for person signing for  
Surety Company must be attached to Bond.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ as Principal, hereinafter called Contractor, and \_\_\_\_\_ as Surety, hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_ as Obligee, hereinafter called Owner, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contract has by written agreement dated \_\_\_\_\_ entered into a Contract with Owner for \_\_\_\_\_

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which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, including such remedial work as may be required under the guaranty during the period of guaranty and shall certify in writing that all wages paid under said Contract to any mechanic, laborer or workman were equal to the rates or wages customary or then prevailing for the same trade or occupation in Connecticut, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions, by another Contractor acceptable to the Owner, said other Contractor to act as an agent for the Surety, or
- (2) Obtain a Bid or Bids for submission to the Owner for completing the Contract in accordance with its terms and conditions, and upon determination by the Owner and Surety of the lowest responsible Bidder, arrange for a Contract as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including, other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The terms "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract and any amendments thereto, less the amount properly paid by the Owner to the Contractor.

Unless otherwise required by law, any suit under this Bond must be instituted before the expiration of one (1) year from the date on which the guaranty period under the Contract expires.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators and successors of the Owner.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

No extension of time or other modification of this Bid Bond shall be valid unless agreed in writing by the parties to this Bond.

\_\_\_\_\_  
(Corporate Principal)

Attest:

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_

By

\_\_\_\_\_ Corporate Seal  
Affix Seal

\_\_\_\_\_  
(Corporate Surety)

Attest:

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_

By

\_\_\_\_\_ Corporate Seal  
Affix Seal

Countersigned  
by \_\_\_\_\_

Attorney-in-Fact, State of \_\_\_\_\_, Power-of- Attorney for person signing for Surety Company must be attached to Bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_ certify that I am the \_\_\_\_\_ of the Corporation named as Principal in the within bond; that \_\_\_\_\_ who signed the said bond on behalf of the Principal was then the \_\_\_\_\_ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of this governing body.

\_\_\_\_\_ Corporate Seal  
Affix Seal

Title \_\_\_\_\_



## **BID FORMS**

Unless otherwise indicated in the specifications, submit one (1) original and one (1) copy of all documents following this page.

Do not use three ring binders.



# City of New London

Department of Finance-Purchasing Agent  
 13 Masonic Street • New London, CT 06320 • Phone (860) 447-5215 • Fax (860) 447-5297

## Bid Proposal Form Page 1 of 2

<b>Bid No.:</b> 2010 - 02	<b>Bid Opening Date:</b> August 4, 2009	<b>Bid Opening Time:</b> 2:00 P.M.	<b>Bid Surety:</b> 10%	<b>Date Issued:</b> July 14, 2009
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Description: **New 2009 Triple Combination Pumper**

**REQUEST FOR PROPOSALS:** Pursuant to the provisions of Section 2-69 of the Code of Ordinances of the City of New London, sealed proposals will be received by the Purchasing Agent for the City of New London, at the address above for furnishing the commodities and/or services herein listed.

**IMPORTANT:** Both pages of this form must be completed, signed and returned by the proposer as part of the proposal package.

**NOTE:** Proposer means Individual/Sole Proprietor, Partnership or Corporation name.

### Section 1 of 3 – Proposer Information

<b>Complete</b> Company Name (Trade Name, Doing Business As)		SSN or FEIN		
Company Address	Street	City	State	Zip Code
Contact Name (Typed or Printed)		Telephone Number (Include Toll-Free Numbers)		FAX Number
Written Signature of Person Authorized to Sign Proposals on Behalf of the Above Named Company				Date Executed
Type or Print Name of Authorized Person		Title of Authorized Person		
Company's E-Mail Address			Company's Web Site	
Is Your Business a: <input type="checkbox"/> Proprietorship (Individual), <input type="checkbox"/> Partnership or <input type="checkbox"/> Corporation? (Type of Corporation - )				
Is Your Business <b>Currently</b> a State of Connecticut Certified Small Business? <input type="checkbox"/> Yes (Attach Certificate Copy to Bid) <input type="checkbox"/> No				
If your business is a <b>Partnership</b> , you must attach the names and titles of all partners to this bid when returned.				
If your business is a <b>Corporation</b> , in which State are you incorporated?				
Is your business reportable to the IRS? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, a 1099W2 will be mailed to you at year end.				
<b>Remittance Information:</b> In this box indicate the Remittance Address of your business if different from above.				



# City of New London

Department of Finance-Purchasing Agent

13 Masonic Street • New London, CT 06320 • Phone (860) 447-5215 • Fax (860) 447-5297

## Bid Proposal Form Page 2 of 2

### Section 2 of 3 Important Information for Proposers

#### **AFFIRMATION OF PROPOSER: The undersigned proposer affirms and declares:**

1. That this proposal is executed and signed by said bidder with full knowledge and acceptance of the provisions of the Standard Proposal and Contract Terms and Conditions of current issue and in effect on the date of bid issue. These Standard Proposal and Contract Terms and Conditions are made a part of the contract.
2. That should any part of this proposal be accepted in writing by the City of New London within thirty (30) days from the date of proposal opening unless and earlier for acceptance is specified by the proposer the proposal schedule, said proposer will furnish and deliver the commodities and/or services for which this proposal is made, in the quantities and at the prices proposed, and in compliance with the provisions of the STANDARD PROPOSAL AND CONTRACT TERMS AND CONDITIONS, COMMODITY SPECIFICATIONS, PROPOSAL SCHEDULE AND SPECIAL PROPOSAL AND CONTRACT TERMS AND CONDITIONS. Should award of any part of this proposal be delayed beyond the period of thirty (30) days or an earlier date specified by the proposer in the proposal schedule, such award shall be conditioned on the proposer's acceptance.
3. Acceptance of the conditions set forth herein, agreement in strict accordance therewith, and will furnish and deliver the commodities and/or services to the City of New London at the prices bid therein.
4. Should the Purchasing Agent determine that the proposer has not completed Section 1 – Proposer Debarment and/or Suspension included as part of this document, then such determination may be just cause for disqualification from the evaluation of this proposal.

### Section 3 of 3 – Proposer Debarment and/or Suspension

Has the proposer, any company official, or any subcontractor to the proposer received any notices of debarment and/or suspension from contracting with the State of Connecticut, the Federal Government or any governmental entity?

Yes  No

The above signed proposer further affirms and declares that neither the proposer and/or any company official nor any subcontractor to the proposer and/or any company official has received any notices of debarment and/or suspension from contracting with other states within the United States.

Yes  No

If the abovesigned proposer, any company official or any subcontractor to the proposer **has** received notices of debarment and/or suspension from contracting with the State of Connecticut, the Federal Government, any state government within the United States or any governmental agency, said notices shall be attached to this document when submitting this proposal.



# City of New London

Department of Finance-Purchasing Agent  
 13 Masonic Street • New London, CT 06320 • Phone (860) 447-5215 • Fax (860) 447-5297

## Bid Schedule

**Bid No.:**  
2010-02

William R. Hathaway  
 Purchasing Agent  
  
 (860)447-5215  
 Telephone Number

**BID SCHEDULE**  
**for Bid No. 2010-02**  
  
**IMPORTANT!**  
**RETURN ORIGINAL AND ONE COPY**

DELIVERY:

PAYMENT TERMS:  
 \_\_\_\_\_ % \_\_\_\_\_ Days, Net \_\_\_\_\_ Days

Payment terms are **Net 45 days**. Any deviation may result in bid rejection.  
 Proposal prices shall include transportation charges FOB City of New London.  
  
 Page 1 of 1

BIDDER NAME:

SSN or FEIN:

Item No.	Description of Commodity and/or Services	Total Price	
1.	New 2009 triple combination pumper as specified, including Tools and Equipment  Manufacturer: _____  Model No.: _____	_____	
2.	Tools and Equipment only, as specified	_____	
	<b>OPTIONS</b>	<b>ADD</b>	<b>DEDUCT</b>
	No.1 – Cab (totally enclosed), stainless steel construction	_____	_____
	No.2 – Hose Body and Compartments, stainless steel construction	_____	_____
	No.3 – Pump – 1500 gpm	_____	_____
	No. 4 – Inlets, Provide a 90 degree 6” swivel suction and cap on the front bumper	_____	_____

**CITY OF NEW LONDON  
FIRE APPARATUS QUESTIONNAIRE  
TRIPLE COMBINATION PUMPER**

This questionnaire must be filled out in detail, describing the type of apparatus the bidder intends to furnish if awarded the contract. Proposals will not receive consideration unless the bidder has completely filled out this form. This questionnaire will be considered a part of the proposal.

Name of bidder: \_\_\_\_\_

Street address: \_\_\_\_\_

City and State: \_\_\_\_\_

Telephone number: \_\_\_\_\_ FAX: \_\_\_\_\_

Total cost as specified: \$ \_\_\_\_\_

Delivery date: \_\_\_\_\_

Tools and Equipment/ total cost: \$ \_\_\_\_\_

Name of Manufacturer: \_\_\_\_\_

Address of Manufacturer: \_\_\_\_\_

Telephone number: \_\_\_\_\_ FAX: \_\_\_\_\_

Name(s) or Model Number(s) proposed: \_\_\_\_\_

Location of factory: \_\_\_\_\_

Factory authorized agency where warranty work will be performed:

Name: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

How long has this agency been in business: \_\_\_\_\_

What is this agencies principal business: \_\_\_\_\_

Is a complete stock of repair and replacement parts for the apparatus proposed maintained by this agency:

\_\_\_\_\_

List of other New England factory authorized agencies where a complete stock of repair parts are maintained: \_\_\_\_\_

\_\_\_\_\_

Indicate the component parts of the apparatus proposed that are constructed by the manufacturer of the apparatus (circle):

Engine Frame                  Transmission                  Rear axle  
Front axle      Brakes Steering gear      Body/compartments  
Pump

Number of apparatus, similar to that proposed, that are in operation in urban municipalities:

\_\_\_\_\_

List five (5) such urban municipalities in New England: \_\_\_\_\_

\_\_\_\_\_

Can a "demonstrator" of the same general type as proposed be provided in New London, Connecticut for inspection?

\_\_\_\_\_

**ENGINE:**

Manufacturer: \_\_\_\_\_ Model number: \_\_\_\_\_

Number of cylinders: \_\_\_\_\_ Bore: \_\_\_\_\_ Stroke: \_\_\_\_\_

Compression ratio: \_\_\_\_\_ Cycles: \_\_\_\_\_ Cubic Inch Displacement: \_\_\_\_\_

RPM required at 35 MPH: \_\_\_\_\_ At 50 MPH: \_\_\_\_\_

Maximum BHP: \_\_\_\_\_ at \_\_\_\_\_ RPM.

Peak torque range: \_\_\_\_\_ at \_\_\_\_\_ RPM to \_\_\_\_\_ at \_\_\_\_\_ RPM.

Fuel tank capacity \_\_\_\_\_ Material: \_\_\_\_\_ Filter type \_\_\_\_\_

Filter location: \_\_\_\_\_ Fuel tank equipped with a drain \_\_\_\_\_

**ELECTRICAL EQUIPMENT:**

Alternator manufacturer: \_\_\_\_\_ Amp. Capacity: \_\_\_\_\_

Starter manufacturer: \_\_\_\_\_ Cranking RPM of engine: \_\_\_\_\_

Describe the Automatic Electrical Load Management System proposed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Storage battery make: \_\_\_\_\_ Amp. Hour capacity: \_\_\_\_\_

Manufacturer name of battery charger/conditioner: \_\_\_\_\_

Model: \_\_\_\_\_ Type: \_\_\_\_\_ Location: \_\_\_\_\_

Location of 110v land line connection: \_\_\_\_\_

**COOLING SYSTEM:**

Radiator make: \_\_\_\_\_ Capacity: \_\_\_\_\_ Core area: \_\_\_\_\_

Shutter make: \_\_\_\_\_ Is shutter "automatic" \_\_\_\_\_

If yes, can shutter be manually overridden: \_\_\_\_ Fan size: \_\_\_\_ Fan type: \_\_\_\_\_

**FRAME:** (or chassis if applicable)

Manufacturer name: \_\_\_\_\_

Material: \_\_\_\_\_ Modulus of elasticity: \_\_\_\_\_

Length: \_\_\_\_\_ Height: \_\_\_\_\_ Flange width: \_\_\_\_\_ Thickness: \_\_\_\_\_

Number of cross members: \_\_\_\_\_ Resisting bending moment: \_\_\_\_\_

How fabricated: \_\_\_\_\_

**TRANSMISSION:**

Manufacturer name: \_\_\_\_\_ Model: \_\_\_\_\_

Rated torque input in foot pounds: \_\_\_\_\_

Gear ratio: 1<sup>st</sup> \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ 3<sup>rd</sup> \_\_\_\_\_ 4<sup>th</sup> \_\_\_\_\_ Reverse \_\_\_\_\_

**UNIVERSAL JOINTS:**

Manufacturer name: \_\_\_\_\_ Type: \_\_\_\_\_

Rated torque capacity in foot pounds: \_\_\_\_\_

**AXLES:**

Manufacturer name: front \_\_\_\_\_ rear \_\_\_\_\_

Model: front \_\_\_\_\_ rear \_\_\_\_\_

Type: front \_\_\_\_\_ rear \_\_\_\_\_

Capacity on ground: front \_\_\_\_\_ rear \_\_\_\_\_

Ratio : rear \_\_\_\_\_

Spring material: front \_\_\_\_\_ rear \_\_\_\_\_

Spring type: front \_\_\_\_\_ rear \_\_\_\_\_

Number of leaves: front \_\_\_\_\_ rear \_\_\_\_\_

Thickness of leaves: front \_\_\_\_\_ rear \_\_\_\_\_

Width of leaves: front \_\_\_\_\_ rear \_\_\_\_\_

Length of leaves: front \_\_\_\_\_ rear \_\_\_\_\_

Capacity: front \_\_\_\_\_ rear \_\_\_\_\_

**WHEELS:**

Manufacturer name: \_\_\_\_\_ Size: \_\_\_\_\_ Model: \_\_\_\_\_

Type: \_\_\_\_\_ Width: \_\_\_\_\_ Number of studs: \_\_\_\_\_

**TIRES:**

Brand: \_\_\_\_\_ Type: \_\_\_\_\_ Size: \_\_\_\_\_ Plies: \_\_\_\_\_

**STEERING GEAR:**

Manufacturer name: \_\_\_\_\_ Type: \_\_\_\_\_ Model number: \_\_\_\_\_

Ratio: \_\_\_\_\_ Feet of turning radius to right: \_\_\_\_\_

**SHOCK ABSORBERS:**

Manufacturer name: \_\_\_\_\_ Type: \_\_\_\_\_ Model number: \_\_\_\_\_

Size: \_\_\_\_\_ Capacity: \_\_\_\_\_

**WATER TANK:**

Manufacturer name: \_\_\_\_\_ Material: \_\_\_\_\_

Capacity: \_\_\_\_\_ Warranty: \_\_\_\_\_

**SINGLE STAGE PUMP:**

Manufacturer name: \_\_\_\_\_ Model: \_\_\_\_\_

Capacity: \_\_\_\_\_ Warranty: \_\_\_\_\_

**GENERATOR SYSTEM:**

Manufacturer name: \_\_\_\_\_ Model: \_\_\_\_\_

Capacity: \_\_\_\_\_ watts. Number of 110v outlets: \_\_\_\_\_ 220v outlets: \_\_\_\_\_

Location on apparatus: \_\_\_\_\_

\_\_\_\_\_

**PERSONNEL CAPACITY:**

Total number of seats: \_\_\_\_\_ Locations: \_\_\_\_\_

How many are fixed seats with SCBA storage: \_\_\_\_\_

How many are drop down type without SCBA storage: \_\_\_\_\_

**EQUIPMENT COMPARTMENTS:**

Total number: \_\_\_\_\_ Total Cubic Feet: \_\_\_\_\_

List sizes (or attach illustration): \_\_\_\_\_



**GENERAL STATISTICS:**

Shipping weight, including all equipment: \_\_\_\_\_

Estimated operational weight fully loaded: \_\_\_\_\_

Estimated operational weight as a % of GVW: \_\_\_\_\_

Length: \_\_\_\_\_ Width: \_\_\_\_\_ Height: \_\_\_\_\_

	YES	NO
<b>CHASSIS</b>		
Chassis shall be designed and engineered to carry full weight 100 % of the time.	_____	_____
It shall be the responsibility of the chassis manufacturer to provide Gross Axle Weight Rating, Gross Combination Weight Rating and Gross Vehicle Weight Rating sufficient to carry a full water tank, hose load, 1,200 pounds of personnel weight and 2,000 pounds of miscellaneous equipment.	_____	_____
Apparatus and chassis manufacturers shall furnish certification of GAWR, GCWR, and GVWR on a plate attached to the vehicle.	_____	_____
<b>Bumper</b> A one piece 12" sweep steel bumper is to be attached to the front of the frame with a formed steel channel mounted directly behind the bumper for added strength. The bumper is to be extended approximately 12" to 16" from the front of the cab face and have a tray for 100' of 1.75" hose. Bright aluminum tread plate shall be fitted between the bumper and the cab face. Grating is to be provided at the bottom of the tray for drainage.	_____	_____
<b>Trailer Hitch</b> A trailer hitch/receiver shall be mounted on the rear of the apparatus and securely attached to the frame. The hitch shall have a capacity to pull a 10,000 GVWR trailer minimum.	_____	_____
A Bargman seven (7) circuit, 12 volt connector shall be installed.	_____	_____
<b>Tow Hooks/Eyes</b> Two steel tow hooks are to be installed under the bumper and attached to the front frame members. Two steel tow eyes shall be installed on the rear of the chassis.	_____	_____
<b>Engine</b> The chassis shall be powered by a diesel engine as described below:  Approximate cubic inch displacement: 774 Number of cylinders: 6 Approximate bore and stroke: 5.12" x 6.30" Rated BHP: 400 at 2100 RPM Torque: 1450 ft. lbs. at 1200 RPM Governed RPM: 2100	_____	_____
Standard equipment on the engine to include the following: <ul style="list-style-type: none"> <li>a. Air Cleaner: Farr or equal</li> <li>b. Air Compressor: Midland 16.1 CFM</li> <li>c. Exhaust: single on right side, ahead of rear wheels, pipe to be 5" minimum diameter. Heat deflector shield to be provided where tailpipe runs under side compartments. Tail pipe shall be equipped with a PolymoVent® brand tail pipe nozzle.</li> <li>d. Dual fuel filters: with check valve</li> <li>e. Fuel Line: ¼ turn ball valve in fuel line between tank and filters.</li> <li>f. Governor: electronic control module.</li> <li>g. Injectors: electronic unit type.</li> <li>h. Lube oil cooler Lube oil filter: full flow</li> <li>i. Starting motor: 12 volt</li> <li>j. Turbocharger, aftercooled.</li> <li>k. Two stage JACOBSON engine brake</li> <li>l. High idle switch in cab</li> </ul>	_____	_____
The engine shall have a five (5) year warranty provided by the manufacturer.	_____	_____
At least two (2) LED engine compartment lights shall be installed to illuminate the entire engine compartment.	_____	_____

	YES	NO
An emergency engine shutdown is to be provided located inside the cab with a hinged cover over it.	_____	_____
Long “dip stick” handles shall be provided for easy access for daily vehicle checks.	_____	_____
<b><u>Wheels</u></b> shall be steel disc rims, painted white.	_____	_____
Black, heavy-duty hard rubber mud flaps shall be installed behind the front and rear wheels.	_____	_____
Rear wheel wells shall have a full liner installed.	_____	_____
<b><u>Automatic chains</u></b> “On-Spot” brand tire chains shall be installed on the rear of the apparatus.	_____	_____
<b><u>Anti-lock braking system</u></b> The vehicle shall be equipped with a Rockwell/Wabco anti-lock braking system. The ABS shall provide anti-lock braking control on both the front and rear wheels. It is to be a digitally controlled system that utilizes microprocessor technology to control the anti-lock braking system. Each wheel is to be monitored by the system. When any particular wheel begins to lock-up, a signal is to be sent to the control unit. This control unit then shall reduce the braking of that wheel for a fraction of a second and then reapply the brake. This anti-lock brake system shall eliminate the lockup of any wheel thus helping to prevent the apparatus from skidding out of control.	_____	_____
The service brake system is to be full air type.	_____	_____
Front brakes shall be disc type, and 16.50” x 7.00” CAM operated at the rear with automatic slack adjusters.	_____	_____
The system is to meet or exceed current FMVSS-121 requirements. Other components or accessories shall be as follows:		
<ul style="list-style-type: none"> <li>a. 30 square inch front brake chambers.</li> <li>b. 30 square inch rear brake chambers.</li> <li>c. 16.1 CFM air compressor.</li> <li>d. Bendix Westinghouse dual brake treadle valve.</li> <li>e. Heated automatic moisture ejector.</li> <li>f. Total air system capacity of 4,362 cu. in.</li> <li>g. Two air pressure gauges with red warning light and audible alarm (on cab instrument panel).</li> <li>h. MGM spring set parking brake system.</li> <li>i. Parking brake operated by a Bendix – Westinghouse PP-1 control valve.</li> <li>j. Parking brake “ON” indicator light on instrument panel.</li> <li>k. Bendix-Westinghouse SR-1 valve in conjunction with a double check valve system to provide automatic spring brake application at 40 PSI.</li> <li>l. Bendix-Westinghouse AD-9 air dryer.</li> <li>m. An air inlet system, allowing station air to be supplied to the brake system through a shoreline hose, shall be provided.</li> </ul>	_____	_____
A check valve must be provided to prevent reverse flow of air. Inlet shall discharge into the “wet” tank of the brake system.	_____	_____
A mating female coupling shall also be provided (loose).	_____	_____
<b><u>Exhaust System</u></b> shall accommodate a Plymovent exhaust evacuation system connector.	_____	_____
<b><u>Transmission</u></b> An Allison HD460 5-speed torque converting automatic transmission, with T handle control, shall be provided. The shift module is to be mounted within easy reach of the driver with a position indicator that is indirectly lit for after dark operation. A transmission temperature gauge with red light and audible alarm shall be installed on the cab dash.	_____	_____

	YES	NO
A transmission oil cooler will be provided in the lower tank of the radiator with remote transmission oil filter.	_____	_____
The transmission lock-up for fire pump operation is to engage automatically when the pump shift control (located inside cab) is activated.	_____	_____
<b><u>Alternator</u></b> Leece-Neville or Niehoff alternator shall be provided. It shall have a minimum rated output current of 250 amperes as measured by SAE method J56. The alternator shall be connected to the power and ground distribution system with heavy-duty cables sized to carry the full rated alternator output.	_____	_____
<b><u>Batteries</u></b> A dual starting system shall be provided, utilizing two (2) 12 volt batteries with 435 minutes of reserve capacity for each battery and a 1400 CCA at 0 degrees F. rating. The total system shall be rated at 2800 CCA and 870 minutes of reserve capacity.	_____	_____
A master ON-OFF switch shall be used to activate the battery system. An ignition switch and "Starter" button are to be located on the instrument panel. A battery switch to activate the battery system shall be provided inside the cab within easy reach of the driver. Batteries to be placed on non-corrosive mats and be stored in well-ventilated compartments located at each crew cab entrance.	_____	_____
The battery compartments shall have a hinged top cover with a removable front panel for battery access. Heavy-duty battery cables are to be used to provide maximum power to the electrical system.. Cables shall be color-coded. Battery terminal connections to be coated with anti-corrosion compound. Battery solenoid terminal connections to be encapsulated with semi-permanent rubberized component.	_____	_____
A battery isolator that is appropriately suited for the battery capacity and alternator rating is to be installed.	_____	_____
<b><u>Charger</u></b> A battery charger shall be provided, wired and installed to maintain the vehicle battery condition and to charge and operate all portable radios, hand lights, lap top computer and cellular telephone equipment without starting the vehicle while in station. A recessed 110 volt shore line inlet with Kussmaul auto-eject connection and dual diagnostic indicator lights shall be located outside the driver's door. The charging unit shall be located in an accessible location for service.	_____	_____
<b><u>Wiring</u></b> shall conform to SAE J-1128. Wiring shall be color coded and individually labeled every three inches on the insulation. Radio suppression shall be sufficient to allow radio equipment operation without interference. Wire shall be mounted to be protected from water and heat.	_____	_____
Two (2) 12 volt wiring terminal buss bars shall be installed in the cab area and be accessible for connecting 12 volt portable radio chargers, light chargers, lap top computer equipment and a cellular telephone. Heavy-duty wiring shall be used to meet the designed function of the terminal block.	_____	_____
<b><u>EMI/RFI protection</u></b> The electrical system provided shall include means to control undesired electromagnetic and radio frequency emissions. State of the art electrical system designs and components shall be used to insure radiated and conducted EMI (electromagnetic interference) and RFI (radio frequency interference) emissions are suppressed at their source.	_____	_____
The apparatus proposed shall have the ability to operate in the electromagnetic environment typically found in fire ground operations. Contractor must be able to demonstrate that EMI and RFI testing has been done on similar apparatus and certify that vehicle proposed meets SAE J551 requirements.	_____	_____

YES NO

EMI/RFI susceptibility shall be controlled by applying immune circuit designs, shielding, twisted pair wiring, and filtering. The electrical system shall be designed for full compatibility with low level vehicle control signals and high-powered 2-way radio communications systems. Harness and cable routing shall be given careful attention to minimize the potential for conducted and radiated EMI/RFI susceptibility.

\_\_\_\_\_

**Automatic Electrical Load Management System** An automatic electrical load management system shall be provided, consisting of a device that continuously monitors the electrical system voltage and sheds predetermined loads in selected order to prevent over discharging of the vehicle's batteries. Shedding of loads shall occur automatically but shall be capable of being manually overridden.

\_\_\_\_\_

**Electrical** All electrical equipment shall be installed to conform to modern automotive practices. All wiring to be high temperature crosslink type. Wiring installed by builder to be run in a loom or conduit where exposed and have grommets where wire passes through sheet metal.

\_\_\_\_\_

**Automatic reset circuit breakers** shall be provided which conform to SAE Standards. Wiring to be color, function, and number coded. Functions and number codes shall be continuously imprinted on all wiring harness conductors. Exterior exposed wire connectors shall be positive locking and environmentally sealed to withstand elements such as temperature extremes, moisture, and automotive fluids. All breakers are to be located in the vehicle cab.

\_\_\_\_\_

All emergency light switches shall be mounted on a separate panel installed on the cab instrument panel. A master warning light switch and individual switches to be provided to allow pre-selection of emergency lights. The light switches are to be "rocker" type with an internal indicator light to show when switch is energized. All switches to be properly identified and mounted in a removable panel for ease in servicing. Identification of the switches shall be done by either printing or etching on the switch panel. The switches and identification shall be illuminated. All lights and reflectors required to comply with Federal Motor Vehicle Safety Standard #108 must be furnished. Rear identification lights to be recess mounted in the rear step flange for protection.

\_\_\_\_\_

Lights shall be LED. Wiring mounted in rear fender panels shall be protected from damage. Rear tail/stop lights shall be Whelen Model 64 series lights, shall be 3 lights mounted in a vertical housing, Model TH64. The brake/tail light shall be Model 640CX0RU. The turn signal shall be Model 640CX0TU. The backup light shall be Model 640CA0CU.

\_\_\_\_\_

A solid state electronic audible back-up alarm that actuates when the truck is shifted into reverse shall be provided. The device shall sound at 60 pulses per minute and automatically adjust its volume to maintain a minimum 5 DBA above surrounding environmental noise levels.

\_\_\_\_\_

**Cab (totally enclosed)**. The cab is to be a tilt type with motor forward. The cab is to be designed specifically for the fire service and be constructed by the apparatus builder. Cab is to be fabricated of aluminum sheet metal welded to an extruded aluminum frame. Roof shall be flat

\_\_\_\_\_

**OPTION #1** Stainless steel construction, add/subtract \$ \_\_\_\_\_

The cab access steps shall be 12.00" deep. Cab steps shall not be over 18" high. The crew cab entrance shall be a two step design for easy access. A 20.00" slip resistant handrail shall be provided adjacent to all door openings for assistance.

\_\_\_\_\_

Cab doors shall be short, barrier style. There shall be automotive type rubber seals on the door framing and door edges to ensure a weather-tight fit. The cab and crew cab doors are to be constructed of aluminum. The cab and crew cab doors shall contain a conventional roll down window. The door hinge is to be stainless steel piano type with a 0.25" pin minimum.

\_\_\_\_\_

YES

NO

**Cab door handles & scuff plates.** Outside door handles shall be flush mounted paddle style (all four doors). Bright aluminum tread plate scuff plates are to be installed on the inside of all cab doors, extending from the bottom of the door to 9.00" above the floor line.

\_\_\_\_\_

\_\_\_\_\_

Painted portions of the rear portion of door openings shall be protected from damage by bright aluminum or stainless steel moldings extending from the top to the bottom of the door opening.

\_\_\_\_\_

\_\_\_\_\_

The cab and crew cab floor are to be rubberized or similar type flooring that shall comply with NFPA Standard 1901. Circular inner fender liners in the wheel wells shall be provided. The outside rear wall of the crew cab shall be covered with a bright aluminum tread panel.

\_\_\_\_\_

\_\_\_\_\_

**Windshield/windshield wipers.** All cab glass shall be tinted. The mid cab side windows shall be split type that slide to open. Two speed and intermittent electric windshield wipers shall be provided. They shall be individually controlled, have return to park provision, and meet current FMVSS requirements. Each wiper shall be equipped with a washer that is actuated by wiper control.

\_\_\_\_\_

\_\_\_\_\_

A curved, safety glass, tinted windshield shall be provided. The cab windshield shall have bright trim inserts in the rubber molding holding the glass in place. Economical windshield replacement glass shall be readily available from local auto glass suppliers.

\_\_\_\_\_

\_\_\_\_\_

Three (3) 30" sun visors to be provided; one above each windshield.

\_\_\_\_\_

\_\_\_\_\_

**Trim** Stainless steel molded fender crowns are to be installed at cab wheel openings. Polished aluminum molded fender crowns installed at rear wheel openings.

\_\_\_\_\_

\_\_\_\_\_

**Cab Lift** A hydraulic cab lift system shall be provided consisting of an electric powered hydraulic pump, dual large diameter lift cylinders, and necessary hoses and valves. Hydraulic pump to have a manual override for backup in the event of electrical failure. Lift controls to be located within an enclosed compartment. Cab is to be locked down by a two point automatic spring loaded hook mechanism that actuates after the cab has been lowered.

\_\_\_\_\_

\_\_\_\_\_

Cab shall pivot on bushing lined hinges and hardened, smooth shank bolts equipped with grease fittings. Simple pivoting on bolts is not acceptable.

\_\_\_\_\_

\_\_\_\_\_

**Mirrors** Retrac 600825 West Coast, stainless steel, 7x16, heated, power adjustable shall be provided. A Delbar 8" convex spot mirror shall be bolted on. Heater switch with indicator light shall be located on cab instrument panel. Mirror control shall be accessible to the driver

\_\_\_\_\_

\_\_\_\_\_

**Spot lights** Hand activated spot lights shall be mounted on each side of the cab.

\_\_\_\_\_

\_\_\_\_\_

**Brow light** A LED brow scene light shall be mounted on the cab front at the roof line.

\_\_\_\_\_

\_\_\_\_\_

**Cab Interior** Cab dash shall be made of vinyl covered ABS plastic that is resistant to oil, grease, & mildew. Door panels to also be of this same material. The cab interior shall be gray in color.

\_\_\_\_\_

\_\_\_\_\_

Headliner shall be installed in both forward and rear cab sections. Headliner material shall be perforated vinyl with a basket weave pattern. It shall have a sound barrier as part of its composition. Material to be installed on aluminum sheet and securely fastened to interior cab ceiling. Forward portion of cab headliner to provide easy access for servicing electrical wiring or for other maintenance needs without removing the entire unit.

\_\_\_\_\_

\_\_\_\_\_

A full width sun visor shall be provided above each windshield. They shall be padded and have hinges at each end.

\_\_\_\_\_

\_\_\_\_\_

	YES	NO
A computer mount/work station and wiring for a Mobile Data Terminal shall be provided in front of the officer's seat.	_____	_____
A permanently mounted, three ring binder storage rack system shall be installed near the officer's seat.	_____	_____
<b><u>Grab Handle</u></b> A chromed grab handle shall be mounted on the instrument panel across from the officer's seating position. The grab handle shall be securely mounted in a location that is helpful for entering the cab.	_____	_____
<b><u>Cab heater/defroster.</u></b> A 33,500 BTU heater/defroster unit shall be mounted in the cab ceiling. Controls for the defroster shall be accessible to both the driver and officer.	_____	_____
<b><u>Crew Cab Heater.</u></b> Inside the crew cab a 42,000 BTU heater with a three speed blower and temperature control shall be provided. The heater shall be mounted on the floor in the crew cab area. The total output of the two heating units shall be 75,500 BTUs.	_____	_____
<b><u>Air conditioning</u></b> A 40,000 BTU air conditioning unit shall be supplied to cool the entire cab.	_____	_____
<b><u>Seating.</u></b> An adjustable air ride driver's seat shall be provided. A bench type officer's seat shall be provided. The officer's seat shall be capable of holding a Scott Air-Pak 4.5 SCBA with 30 min. bottle.	_____	_____
A radio compartment is to be provided behind the officer's seat. The compartment shall be approximately 18.00" deep, 16.00" across and 5.00" high, with a removable cover. There shall also be a power buss bar located in the compartment.	_____	_____
A LED map light shall be mounted near the officer's seat.	_____	_____
<b><u>Interior</u></b> The crew cab shall be provided with seating to comfortably accommodate four (4) firefighters in full personal protective equipment (PPE). These seats shall be capable of holding Scott Air-Pak 4.5 SCBA with 30 min. bottles.	_____	_____
Three point seat belts shall be furnished at all seat positions. Lap/Shoulder belts shall be provided for all seats. All seat belts shall be equipped with automatic retractors.	_____	_____
Extensions shall be provided for all belts so that the male end can be easily grasped and the female end easily located while sitting in a normal position in full PPE.	_____	_____
Cab interior metal surfaces shall be painted with a wrinkle finish. Crew cab seat upholstery shall be 46 oz. leather grain, heavy duty vinyl, resistant to oil, grease, and mildew. Interior lining shall have sound absorbing material. Color to be gray.	_____	_____
At least four (4) individually switched LED lights with clear lenses shall be installed in the cab. Four (4) additional individual switched LED lights with red lenses shall be installed, two (2) in front and two (2) in rear of cab.	_____	_____
<b><u>Wireless Intercom System.</u></b> A five (5) position Firecom brand wireless intercom system shall be installed. The driver , officer and pump panel positions shall interface with the vehicles UHF radio system and be equipped with push to talk headsets. The two rear cab positions shall be for intercom and radio monitoring only.	_____	_____
<b><u>Cab Instrumentation.</u></b> Cab instruments and controls to be conveniently located within the forward cab section. Gauges and emergency vehicle switches shall be installed on removable panels for ease of service.	_____	_____

The following gauges and controls are to be furnished:

- a. Speedometer/odometer (electric)
- b. Tachometer (electric)
- c. Engine oil pressure gauge with red warning light and audible alarm.
- d. Engine temperature gauge with red warning light and audible alarm.
- e. Two air pressure gauges with red warning lights and audible alarms.
- f. Fuel gauge
- g. Ignition switch with green indicator light
- h. Starter control
- i. Heater controls
- j. Headlight switch
- k. Self-canceling turn signal switch (arm) with visual and audible indicators.  
Audible indicator to be heard under normal non-emergency operation.
- l. Warning light switch control panel
- m. Parking brake control with red indicator light
- n. Automatic tire chain switch with green indicator light
- o. Horn button center of steering wheel (for dual electric horns/air horns)
- p. Button for horns air/electric
- q. A control to check the engine warning system indicators
- r. Air restriction indicator (electronic with indicator light)
- s. Automatic transmission oil temperature gauge with red warning light and audible alarm
- t. Hour meter for engine
- u. Voltmeter with warning light and audible alarm indicating high or low voltage
- v. Two speed with intermittent windshield wiper control
- w. Windshield washer controls
- x. Pump shift with indicator lights

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Cab shall be rust-proofed and certified.

**Fuel Tank** A sixty-five (65) gallon fuel tank is to be provided and mounted at rear of chassis. It is to be equipped with swash partitions and a vent. A 0.75" drain plug shall be provided in a low point of the tank for drainage. A fill inlet shall be located on the driver's side of the body and be covered with a hinged spring-loaded door that is marked "Diesel Fuel Only". A 1/2" diameter vent shall be provided running from top of tank to just below fuel inlet vent. The tank shall meet all FHWA 393.67 requirements including a fill capacity of 95% of tank volume. Servicing the fuel tank pick-up tubes and fuel gauge sending unit shall be accomplished without draining fuel or dropping tank. A removable panel shall be furnished in the rear compartment for access to the fuel tank.

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**Hose Body and Compartments** shall be constructed of aluminum.

**OPTION #2** Stainless steel construction, add/subtract \$ \_\_\_\_\_

**Compartments** on each side of the apparatus shall be full height, full depth where possible with sweep out floors and shall be seam welded and ventilated.

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Compartments shall be fabricated of a minimum 0.125" material with a high tensile strength. All compartments and rear body shall be of a modular construction with a minimum of 0.1875" material skin on a rugged framework of high strength extrusions welded together. Compartment flooring must be of the sweep out design with the **floor higher than the compartment door lip**. (No exceptions)

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Drip protection shall be provided over all door openings by means of a bright aluminum extrusion, formed bright aluminum tread plate, or polished stainless steel.

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YES NO

**Air Bottle compartments** Extra air bottle storage shall be provided by four (4) air bottle compartments, located in the rear fender panels. Compartments shall include a rubber lining on the floor and holes in the flooring for drainage. These compartments shall be capable of holding a Scott Air-Pak 4.5 SCBA 30 min. cylinder.

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**Ladders** The following Aluminum Ladder Company ladders are to be furnished and must meet or exceed latest NFPA standards:

One (1) Aluminum Ladder Co. 14' roof ladder, mounted.

One (1) Aluminum Ladder Co. 24' extension ladder, mounted.

One (1) Aluminum Ladder Co. 10' folding ladder, mounted.

The ladders shall be mounted inside a compartment accessible at the rear of the apparatus.

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**Steps** shall be provided at the rear of the apparatus, each side for access to the hose bed. The steps shall be bright aluminum tread plate corner steps at the rear. All steps must be of non-slip construction. Two (2) full folding steps shall be provided on the front of the left side compartments.

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**Hose Bed** The hose bed sides, consisting of smooth aluminum plate welded to the extruded frame work, will have aluminum extrusion at the top for high rigidity. The hose bed compartment deck shall be entirely constructed of maintenance free 3/4" x 7 1/2" hollow aluminum extrusions formed into a one piece grid. The extrusions will have a ribbed top surface. The hose bed shall be completely removable for access to the booster tank. Hose body shall be located over the water tank and be designed to accommodate:

- 400 feet of 1.75 inch hose
- 800 feet of 2.50 inch hose
- 600 feet of 3.50 inch hose
- 800 feet of 5.00 inch hose

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Two (2) 10' lengths of 6" hard suction shall be mounted on the top of the side compartments.

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Adjustable dividers shall be furnished for separating hose. Partition construction shall consist of a 0.1875" aluminum sheet fitted and welded into a slotted radius extrusion along the top, bottom, and rear edge.

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The rear edge is to be forward sloping to match the contour of the beavertails. The partition shall be fully adjustable by sliding in tracks located at the front and rear of the hose bed. The divider is to be held in place by tightening two bolts at each end.

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Acorn nuts to be installed on all bolts in the hose bed which have exposed threads.

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**Hose bed Cover** A Hypalon cover shall be provided to cover the hose bed. The cover shall terminate at the top of the rear hose bed and be secured on three sides with shock cord and hook arrangement. The cover shall be cut and stitched around all tank towers. Covers over towers are not acceptable. The cover shall be red with white reflective number 11 sewn into the back.

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**Cross Lay Hose beds** Three cross lay hose beds to be located near the pump enclosure. Cross lays should be as low as possible so the nozzle can be reached without climbing onto the vehicle. Two (2) beds shall have a 2 inch pre-connect line with a 2 inch quarter turn ball valve and terminate with a 1 1/2 inch IPT. 90 degree swivel. These two compartments shall have a minimum capacity of 200' of 1 3/4 inch hose. The third bed shall have a 3 inch pre-connect line with a 3 inch quarter turn valve and terminate with a 2 1/2" NST. 90 degree swivel. This compartment shall have a minimum capacity of 200' of 2 1/2 inch hose.

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YES NO

Individual controls and gauges for the cross lays shall be at the pump operator's panel. Stainless steel rollers with nylon bushings shall be provided all around each opening. Removable slatted aluminum gratings to be supplied in floor of cross lay hose bed.

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Access shall be supplied to repack the cross lays.

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Drains shall be provided for the cross lay hose beds.

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Cross lay shall be equipped with a red vinyl cover.

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**Pump** The pump shall be a 1250 GPM single stage mid-ship mounted centrifugal type, carefully designed in accordance with good modern practice. Pump shall be the class "A" type and shall deliver the percentage of rated discharge at pressure indicated below:

100 percent of rated capacity of 150 PSI net pump pressure

70 percent of rated capacity of 200 PSI net pump pressure

50 percent of rated capacity at 250 PSI net pump pressure

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**OPTION #3** 1500 GPM pump \$ \_\_\_\_\_

Pump shall split into two sections for easy removal of the entire impeller shaft assembly, including wear rings. The pump shall be designed for complete servicing from the bottom of the truck, without disturbing the setting of the pump in the chassis or apparatus piping, which is connected to the pump. Pump case halves shall be bolted together on a single horizontal face, to minimize chance of leakage and facilitate ease of reassembling. No end flanges may be used. The discharge manifold of the pump shall be cast as an integral part of the pump body assembly, and shall provide minimum of three (3) 3½" openings, for flexibility in providing various discharge outlets for maximum efficiency. The full 3½" openings shall be located as follows: one (1) outlet to the right of the pump, one (1) outlet to the left of the pump, and one (1) outlet directly on top of the discharge manifold.

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Impeller shaft shall be stainless steel accurately ground to size and supported at each end by oil or grease lubricated, anti-friction ball bearings, for rigid precise support. Bearings shall be protected from water and sediment by suitable stuffing boxes, flinger rings, and oil seals. No special or sleeve type bearings shall be used. The impeller shall have flame plated hubs to assure maximum pump life and efficiency, despite the presence of abrasive matter in the water supply.

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Pump transmission is to be made of a three piece, high tensile, gray iron, horizontally split casing. All drain plugs are to be magnetic type. An oil pump pressure gauge shall be provided for maintenance and should be installed in a remote location within the pump enclosure. The mid-ship pump shall be equipped with a high quality, spring loaded, self-adjusting mechanical seal capable of providing a positive seal to atmosphere under all pumping conditions. This positive seal to atmosphere must be achievable under vacuum conditions up to 26 Hg (draft) or positive suction pressures up to 250 PSI. The mechanical seal assembly shall be 2 inch and consist of a carbon steel ring, stainless steel coil spring, viton rubber boot, and a tungsten carbide seat, with a Teflon back up seal provided. Only one mechanical seal shall be required, located on the first stage suction side of the pump and to be designed to be compatible with a one piece pump shaft. A continuous cooling flow of water from the pump shall be directed through the seal chamber when the pump is in operation.

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Drive shafts shall be hardened and ground alloy steel. All shafts are to be ball bearing supported. The case is to be designed as to eliminate the need for water cooling.

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	YES	NO
valves shall be used on all ball valves. The valve used in 3" plumbing shall be an Akron series 7800 with hand wheel control. The control shall meet the time requirements of the NFPA regarding the opening and closing speed of the valve.	_____	_____
<b>Inlets</b> A 6 inch pump manifold inlet to be provided on each side of the vehicle. The suction inlets shall include removable die cast zinc screens that are designed to provide cathodic protection for the pump, thus reducing corrosion in the pump. One (1) Akron chrome plated convex, long handle cap shall be furnished.	_____	_____
Add 6 inch suction with a built in air exhaust on the rear of the apparatus	_____	_____
<b>OPTION #4</b> Provide a 90 degree 6" swivel suction and cap on the front bumper. Add \$ _____		
A 2 1/2" inlet shall be furnished on the left pump panel. The inlet shall be equipped with a double female fitting with male cap chained to panel.	_____	_____
Water tank shall be connected to the intake side of the pump with heavy duty piping and a 1/4 turn 3" full flow line valve with the control remotely located at the operator's panel. Tank to pump line to run straight (no elbows) from the pump into the front face of the water tank and down 45 degrees into the tank sump. A rubber coupling shall be included in this line to prevent damage from vibration of chassis flexing. Flow shall be minimum 1000 GPM.	_____	_____
A check valve shall be provided in the tank to pump supply line to prevent the possibility of "back-filling" the water tank.	_____	_____
<b>Outlets</b> A 2" combination tank refill and pump bypass line shall be provided, using a quarter turn full flow ball valve controlled from the pump operator's panel.	_____	_____
There shall be a 2 1/2" gated outlet piped to the front bumper extension. Plumbing shall consist of 3" flexible piping with a 3" full flow ball valve controlled at the pump operator's panel. The outlet shall be provided with a 2 1/2" swivel elbow with 2 1/2" NST to 1 1/2" IPT reducer and cap. Swivel shall match body color.	_____	_____
Two (2) 2 1/2" male discharge outlets shall be installed at the rear; two (2) at pump panel and one (1) on right side	_____	_____
Each 2 1/2" discharge shall be equipped with a 30° elbow, 2 1/2" NPT female to 1 1/2" IPT male adapter with a 1 1/2" cap and chain.	_____	_____
<b>Outlet (large diameter)</b> A 4" hand wheel operated discharge shall be provided on the right side panel and be equipped with a 4" x 5" Storz elbow and cap. A 5" Storz x 3 1/2" male NPT adapter with 45° elbow, cap and chain and compartment mounting bracket shall be provided <u>Installation shall remain inside the running board outer most edge.</u>	_____	_____
<b>Deluge Riser</b> shall be installed above the pump and be rated at 1250 GPM.	_____	_____
A Task Force Tips brand, 18" Extend A Gun deck gun pipe with Crossfire monitor top shall be threaded onto the riser.	_____	_____
The deluge riser shall be equipped with a Task Force Tips, "Crossfire" 1250 GPM portable deluge gun with a TFT M-R automatic nozzle, 10" stream straightener, MST-4NJ quad stacked tips SAFE-TAK portable base and portable base mounting bracket.	_____	_____
Piping is to be installed securely so no movement develops when the line is charged. The riser shall be gated and controlled at the pump operator's panel.	_____	_____
Deluge shall be able to operate and rotate 360° around the apparatus and 90° or lower on the right and left sides of the apparatus.	_____	_____

**Option #5** – Provide booster reel with 200’ of 1” hose and nozzle, installed at the rear of the unit, in an enclosed compartment, Add \$ \_\_\_\_\_

**Outlet Drains** A ¾ inch drain valve shall be provided for each outlet. The drains shall be recessed behind the panel with the control extending through the panel and located in a horizontal line along the bottom of the side pump panels. The drain controls shall be quarter turn valves, properly labeled, identifying them to which outlet they are for. The water discharged from the drains shall be routed so they drain below the chassis frame rails.

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**Pump and Gauge Panels (side control)** All pump controls and gauges are to be located at the left (driver’s) side of the apparatus and be properly marked in accordance with NFPA code for discharges and discharge controls. Pump panels on both sides are to be easily removable. The gauge and control panels shall be two separate panels for ease of maintenance. Polished stainless steel trim collars are to be installed around all inlets and outlets.

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All push/pull discharge controls to have stainless steel rods with a minimum diameter of .50”. The control rods are to pull straight out of the panel. Controls that pull out at an angle will not be acceptable. Remote push/pull control rods are to be equipped with universal joints to eliminate binding. Guides for the push/pull control rods are to be chrome plated castings securely mounted to the pump panel. Identification tags for the discharge controls shall be located directly above or in the control handle and recessed in the casting below the gauge. All remaining identification tags shall be mounted on the pump panel in chrome plated bezels. Mounting of the castings and identification bezels shall be done mechanically, but without having screw heads or rivet heads visible from the exterior of the apparatus.

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Pump panel controls and gauges to be illuminated by a minimum of three LED lights installed under a polished stainless steel shield. LED lights are to be actuated from a switch located on the pump panel.

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Two LED light shield assembly shall be provided on the right pump panel.

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The pump and gauge panels are to be covered with black vinyl. A polished aluminum trim molding is to outline the pump panel on both sides and also the gauge panel.

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The side gauge panel shall be hinged at the bottom with a full length stainless steel hinge. The fasteners used to hold the panel in the upright position shall be quarter turn type. Vinyl covered cable or chains are to be used to hold the gauge panel in the dropped position. There shall be a hinged access panel located on right side above pump panel.

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The tags used for denoting the discharge pressure gauges, controls, outlets, and drains shall be color coded with each discharge having its own unique color as per NFPA.

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**Pump Panel Gauges and Controls** The following are to be provided on the pump and gauge panels in a neat and orderly fashion:

- a. Engine oil pressure gauge with visual and audible warning.
- b. Engine water temperature gauge with visual and audible warning
- c. Tachometer, electric
- d. Master pump drain control
- e. Voltmeter
- f. Transmission temperature gauge
- g. Engine throttle
- h. High engine temperature, low coolant indicator light
- i. Fuel gauge
- j. Pump hour meter
- k. Air horn switch

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YES

NO

**Pump panel running board trays** One suction hose tray shall be installed 'floating style' in the running board on the left side of the pump module. The floating style will allow the tray to lift up in the event of contact with a curb or other ground obstruction reducing the possibility of damage to the running board and tray. The tray shall be approximately 8" wide x 32" long x 10" deep. The hose tray shall be constructed of 1/8" aluminum smooth plate and have a hole in each corner for water drainage. Both the forward and rear lower corners of the tray will have a 45-degree bevel. The tray must hold approximately twenty-(20) feet of 5" soft suction or approximately one hundred (100) feet of 1 1/2" double jacket hose. The hose wells shall have a restraining strap with quick release buckle.

One suction hose tray shall be installed 'floating style' in the running board on the right side of the pump module. The floating style will allow the tray to lift up in the event of contact with a curb or other ground obstruction reducing the possibility of damage to the running board and tray. The tray shall be approximately 8" wide x 32" long x 10" deep. The hose tray shall be constructed of 1/8" aluminum smooth plate and have a hole in each corner for water drainage. Both the forward and rear lower corners of the tray shall have a 45-degree bevel. The tray must hold approximately twenty-(20) feet of 5" soft suction or approximately one hundred (100) feet of 1 1/2" double jacket hose. The hose wells shall have a restraining strap with quick release buckle.

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**Water Level Gauge** An electric water level indicator is to be provided on the gauge panel that registers by means of five individual lights at the following positions: Full, 3/4, 1/2, 1/4, and Empty. To further alert the pump operator the empty light must start flashing when water level drops below the 1/4 mark.

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The water level indicator shall utilize magnetically actuated sealed read switches with no electrical components coming in contact with tank water. The indicator shall use twist lock moisture proof connections for corrosion protection and easier servicing. Indicator lights to be installed behind a smoke lens housed in a chromed bezel that matches the style used for the discharge controls and pressure gauges. Gauge shall be wired so tank level can be checked without vehicle battery on.

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**Pressure Gauges** The pump intake and discharge gauges shall be liquid filled and manufactured by Class I. They shall be a minimum of 4 1/2" diameter and shall have white faces with black lettering. Both gauges to be compound type with a vacuum/pressure range of 30-0-600. The pump pressure and vacuum gauges shall be installed adjacent to each other at the pump operator's control panel.

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The individual "line" pressure gauges for the discharges shall be liquid filled and manufactured by Class 1. They shall be a minimum of 3 1/2" diameter and shall have white faces with black lettering. Gauges shall have a pressure range of 0-400#. The individual pressure gauge shall be installed as close to the outlet control as practical.

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A pump overheat indicator light shall be installed at the pump operator's panel.

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**Option #6** – Provide Mult Unit, digital display, electronic gauge(s), Add \$\_\_\_\_\_

**Water Tank** shall be 750 gallon capacity and constructed of non-metallic, non-corrosive materials.

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The tank will be furnished with a lifetime warranty.

The water tank shall be 750 gallon capacity. Tank to be "T" shaped to provide for deep side compartments and to serve as a large sump to limit the amount of undraftable water. The joints and seams shall be nitrogen welded inside and out. Tank to be baffled in accordance with NFPA Bulletin 1901 requirements. The baffles shall have vent openings at both the top and bottom to permit movement of air and water between compartments. The longitudinal partitions shall be constructed of 3/8" polypropylene plastic and shall extend from the bottom of the tank through the top cover to allow for positive welding. The transverse partitions shall extend from 4" off the bottom of the tank to the underside

YES NO

of the top cover. All partitions shall interlock and shall be welded to the tank bottom and sides. The tank cover shall be constructed of 1/2" polypropylene and incorporate a three piece design that will allow for individual removal of just one section. The cover shall be recessed 3/8" from the top of the tank and shall be welded to the tank sides and the longitudinal partitions. Each section of the cover shall be supported to keep it rigid during fast filling conditions. Construction shall include 2 inch polypropylene dowels spaced no more than 30 inches apart and welded to the transverse partitions. Two of the dowels shall be drilled and tapped (1/2" diameter, 13 inches deep) to accommodate lifting eyes.

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A sump that is 8" x 8" x 6" deep shall be provided at the bottom of the water tank. The sump shall include a drain plug and the tank outlet.

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The tank shall have a combination vent and fill tower. The fill tower shall be constructed of 1/2" polypropylene and shall be a minimum of 8" x 8". The fill tower shall be furnished with a 1/4" thick polypropylene screen and a hinged cover. An overflow pipe, constructed of 4" schedule 40 polypropylene pipe shall be installed approximately halfway down the fill tower and extend through the water tank and dump to the rear of the rear axle.

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Tank shall be installed in a fabricated "cradle" assembly constructed of 3" x 3" x 1/4" angle iron. Sufficient cross members shall be provided to properly support bottom of tank. Cross members to be constructed of flat bar or rectangular tubing. Tank is to "float" in cradle to avoid torsional stress caused by chassis frame flexing. Rubber cushions, .625" x 3", shall be placed on all horizontal surfaces that the tank rests on. The vertical perimeters of the cradle shall be covered with .125" x 3" rubber pads to isolate tank from the sides of the assembly. Stops or other provisions to be provided to prevent an empty tank from bouncing excessively while moving vehicle. Tank mounting system to be approved by the tank manufacturer.

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**Generator** An 8KW 120v/240v hydraulic generator to be provided. The unit shall be 3 wire, single phase and 60 hertz.

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The generator shall be mounted in a recessed compartment.

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The generator shall be totally enclosed with a cover constructed of .125" bright aluminum tread plate. The cover shall be louvered to provide adequate ventilation and have any necessary access doors for all maintenance or operation of the generator.

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A circuit breaker panel shall be installed in the front left compartment. A directory for each breaker shall be provided adjacent to the circuit breaker panel. Identification of circuits shall be done in a durable manner that provides years of service.

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**Lighting 120 volt** A 120 volt lighting system will consist of:

**Cord reel 120 volt** One electric Hannay cord reel located above pump to the right side shall be provided with 200' of 10/3 wire with power windup capabilities to be located at right side pump panel and cord reel to discharge from slot above right pump panel. The reel wire shall be furnished with a two circuit, 4 way outlet box with 125 volt, 20 amp female twist receptacles with covers and light on top of box.

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**Pole /scene lights** Two (2) FRC, 750W Focus telescoping floodlights shall be mounted on each side of the rear of cab.

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One (1) FRC 750W Focus fixed LED unit shall be mounted in the center of the cab and above the windshield. (Brow light).

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**Air Horns** Two Grover 1510 Emergency chrome air horns shall be installed. The horns to be piped to wet tank. A pressure protection valve and a shut off valve shall be installed in line to prevent loss of all air.

The driver shall have the capability of sounding the air horns by use of the horn button on



YES

NO

the steering wheel. There shall be a switch on the dash that changes the horn button on the wheel from air horns to electric horns. The driver and officer shall have foot pedals to sound the air horn, and there shall be a switch on the pump panel. The air horns shall be recessed in the front bumper, one each side.

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**Ground Lights** A minimum of six (6) 12 volt, 5” round weatherproof LED lights shall be mounted on the underside of the apparatus, to illuminate the ground around the apparatus. Lights shall be wired to the headlight switch and shall activate when the running or headlights are on.

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Two (2) 20A, 110V electrical receptacles shall be mounted on each side of the apparatus. Each shall be weatherproof and twist lock type. Receptacles shall be wired into generator system.

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Provide and install a NFPA 1901 light package utilizing Whelen Engineering components only.

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Whelen brand, LED light bar(s) shall be installed on the roof of the apparatus. Light bar(s) shall be equipped with one (1) 3M brand Opticom emitter and wired to the vehicle to activate when the warning lights are activated and disengage when the parking brake is applied.

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A Federal brand, Q2B coaster siren with electric brake shall be installed on the front of the apparatus, in the bumper.

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One (1) Whelen WS295 electronic siren with one (1) 100 watt SA390R speaker shall be mounted on the front of the apparatus, in the bumper. Siren shall be connected to a horn/siren selection switch.

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Six (6) Whelen LED mini-max beams with a universal power supply shall be provided. Lens color and location shall be provided at the time of order.

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Four (4) Whelen LED maxi-beams with a universal power supply shall be provided for the front of the apparatus. Lens color and location shall be provided at the time of order.

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A pair of Whelen, LED B6R lights shall be mounted on the rear of the apparatus. Lens color and location shall be provided at the time of order.

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A Whelen LED “arrow stick” shall be installed on the rear of the apparatus.

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A fluorescent “KEEP BACK 300 FEET” sign shall be installed on the apparatus rear. Size to be determined at the time of order.

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Apparatus shall be painted red and white as required by the New London Fire Department at the time of order. Paint shall be high gloss polyester resin base urethane or NLFD approved equal.

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Lettering shall be gold, with black drop shading. Instructions for lettering shall be supplied by the New London Fire Department at the time of order.

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Four (4) sets of number **11** shall be applied and drop shaded.

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Two (2) sets of “CITY OF NEW LONDON” shall be applied and drop shaded.

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A 6” (minimum) fluorescent stripe shall be installed on the four sides of the apparatus.

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Two (2) City of New London seals shall be hand painted, one on each side of the apparatus as directed by the New London Fire Department.

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YES NO

The entire apparatus shall be rust proofed, undercoated and certified.

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**MISCELLANEOUS**

One (1) Kenwood field programmable, **UHF** mobile radio with push button control head, speaker, external speaker at pump panel, microphone, ¼ wave unity gain broad band antenna, required cable and mounting hardware, shall be provided, programmed and installed in the cab as directed by the Fire Department.

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The UHF radio shall interface with the Fire Com wireless headsets and the pump panel plug in module as described in the specification

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The pump panel shall be equipped with a Kenwood weatherproof control head, handset, speaker and Firecom, push to talk intercom system interface.

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One (1) Kenwood field programmable **VHF** mobile radio with push button control head, speaker, external speaker at pump panel, microphone, ¼ wave unity gain broad band antenna, required cable and mounting hardware, shall be provided, programmed and installed in the cab as directed by the Fire Department.

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The New London Fire Department will provide the frequencies and PL's for all radios at the time of order.

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Thread size: 1 ½" iron pipe  
2 ½", 3 ½" and 6" NST  
5" Storz

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Equipment supplied with the apparatus shall comply with all NFPA, OSHA, NIOSH , and/or UL standards applicable to the specific piece of equipment.

\_\_\_\_\_

All equipment and brackets not specifically required to be mounted shall be shipped with the apparatus un-mounted.

\_\_\_\_\_

Where special tools are required to service any components of the apparatus, such tools shall be provided to the New London Fire Department at the time of delivery.

\_\_\_\_\_

The following maintenance equipment shall be supplied to the New London Fire Department at the time of delivery:

One (1) quart of each paint color used on the apparatus.

\_\_\_\_\_

Three (3) pounds of chrome and stainless steel hardware, nuts and bolts used in the construction of the apparatus.

\_\_\_\_\_

**Equipment** included with the apparatus shall include:

Two (2) Kocheck brand 10', 6" hard suction, compartment mounted

\_\_\_\_\_

One (1) 15', 6" soft suction with 5" Storz fittings.

\_\_\_\_\_

Four (4) flat head axes and four (4) pick head axes with fiberglass handles, mounted per NLFD.

\_\_\_\_\_

One (1) Fire Hook Unlimited brand DWH6W/D dry wall hook with D handle, mounted per NLFD.

\_\_\_\_\_

One (1) Fire Hook Unlimited brand NHFG32W/D closet hook , mounted per NLFD

\_\_\_\_\_

	YES	NO
One (1) Fire Hook Unlimited APH 6'W/D all purpose hook, mounted per NLFD.	_____	_____
One Halligan type bar and one flat head axe mated and mounted in a single mounting bracket installed in the crew cab.	_____	_____
One (1) 2½ gallon pressurized water with heavy duty truck mount installed in the crew cab.	_____	_____
One (1) 20 pound dry chemical extinguisher with heavy duty truck mounting bracket.	_____	_____
One (1) 6" x 5" Storz, Angus brand, Style 10 gated intake valve with integral pressure relief valve, bleeder valve and 5" Storz x 3 ½" female fitting with cap.	_____	_____
Four (4) 2 ½" hydrant gate valves with mounting brackets.	_____	_____
Six (6) spanner wrenches with mounting brackets.	_____	_____
Two (2) hydrant wrenches with mounting brackets.	_____	_____
Four (4) Zico brand, SAC44 folding wheel chocks with holders, Two mounted on each side of the apparatus per NLFD direction.	_____	_____
Two (2) 500 watt portable quartz floodlights with lense guards, LP-20P pigtail and mounting bracket mounted per NLFD direction.	_____	_____
Two (2) 110 volt, lighted junction boxes with four (4) 110 volt twist lock receptacles. Power cord to be 12/3, 330 volt cable, 2' in length with LP-20P plug.	_____	_____
Two (2) 100' and two (2) 50' 12/3, 300 volt, oil resistant power cables with one LP-20P and one LP-20R installed on each cable.	_____	_____
One (1) 115 volt, 60 cycle, Super-Vac brand, 8,000 CFM smoke ejector with tilt frame and LP-20P plug, compartment mounted on one slide out shelf per NLFD direction.	_____	_____
One (1) TFT brand PRO/Pak Portable Foam System, complete with 1 1/2" National Pipe Thread, piercing nozzle, mounting bracket, 25' discharge hose and 50' lightweight woven 1" hose mounted per NLFD.	_____	_____
One (1) Elkhart Brass, 241-250, in-line foam eductor 250 GPM flow with 2½" female swivel inlet and 2½" male outlet.	_____	_____
A total of 2,175 feet of Angus brand, High Volume 5" hose with Storz fittings shall be provided as follows:		
20 – 100' lengths	_____	_____
2 - 50' lengths	_____	_____
3 - -25' lengths	_____	_____
Two (2) Angus, SW114 mounting brackets with four (4) 4"/5" Storz wrenches mounted per NLFD.	_____	_____
Five (5) Scott Air-Pak 50, 4.5 with 30 minute cylinder pare cylinder, RIC/UAC connection, Pass and SEMS, installed in seats	_____	_____

**Adapters and Fittings:**

**YES**

**NO**

One (1) Angus 31525R three way distribution valve with relief, 5' Storz x 2-21/2" and 1-31/2" male ball gates.

\_\_\_\_\_

\_\_\_\_\_

Holmatro rams with CORE connections: Two (2) each #4321, 4322, 4331, 4332, 4340, 4350

\_\_\_\_\_

\_\_\_\_\_

NON COLLUSION AFFIDAVIT OF PRIME BIDDER

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

\_\_\_\_\_, being first duly sworn,  
deposes and say that:

- as
- (1) He is \_\_\_\_\_ of \_\_\_\_\_ herein referred to the "Bidder" that has submitted the attached bid;
  - (2) He is fully informed respecting the preparation and content 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 said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in 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 Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has 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 Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the \_\_\_\_\_ (Owner) or any person interested in the proposed Contract; 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 of interest, including this affiant.

Signed \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
(Notary Public)

My Commission expires \_\_\_\_\_

NON COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

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

- (1) He is \_\_\_\_\_ of \_\_\_\_\_ herein referred to as the "Subcontractor";
- (2) He is fully informed respecting the preparation and content of the Subcontractor's Proposal submitted by the Subcontractor to \_\_\_\_\_, the Contractor for certain work in connection with the \_\_\_\_\_ Contract pertaining to the Project in New London, Connecticut;
- (3) Such Subcontractor's Proposal is genuine and is not a collusive or sham Bid;
- (4) Neither the said Subcontractors nor any of its officers, partners, owners, agents, representatives, employees or parties in 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 Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with
- (5) any other Bidder, firm or person to fix the price or prices in said Subcontractor's Proposal or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the \_\_\_\_\_ (Owner) or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Subcontractor's Proposal 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 of interest, including this affiant.

Signed \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Subscribed and sworn before me this  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
(Notary Public)

My Commission expires \_\_\_\_\_

AFFIRMATIVE ACTION POLICY STATEMENT  
**(must be submitted on your firm's letterhead)**

It has always been the policy and will continue to be the strong commitment of \_\_\_\_\_ and all contractors and subcontractors who do business with this City to provide equal opportunities in employment to all qualified persons solely on the basis of job-related skills, ability and merit. \_\_\_\_\_ will continue to take Affirmative Action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, mental disorder (present or past history thereof), age, physical disability (but not limited to blindness), marital status, mental retardation, and criminal record. Such action includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship. \_\_\_\_\_, and its subcontractors will continue to make good faith efforts to comply with all federal and state laws and policies which speak to equal employment opportunity.

The principles of Affirmative Action are addressed in the 13th, 14th, and 15th Amendments of the United States Constitution, Civil Rights Act of 1866, 1870, 1871, Equal Pay Act of 1963, Title VI and VII of - the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, amended by 11375, (nondiscrimination under federal contracts), Act I, Sections 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58(a)(d)), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of Blind (46a-51(1)), definition of Physically Disabled (46a-51(15)), definition. of Mentally Retarded (46a-51(13)), cooperation with the Commission on Human Rights and Opportunities ( 46 - 77), Sexual Harassment (46a-60(a)-8), Connecticut Credit Discrimination Law (36-436 through 439), Title I of the State and Local Fiscal Assistance Act of 1972.

This Affirmative Action Policy Statement re-affirms my personal commitment to the principles of Equal Employment Opportunity.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Signature of Authorized Signer

CERTIFICATION OF BIDDER REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 Part II, Section 203(b), (30F.R. 1231925). The implementing rules and regulations provide that any bidder or prospective contractor, or any of its proposed subcontractors, shall state whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name \_\_\_\_\_

Address and Zip Code \_\_\_\_\_

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes ( ) No ( ) If answer is yes, identify the most recent contract.

2. Compliance reports were required to be filed in connection with such contract or subcontract

Yes ( ) No ( ) If answer is yes, identify the most recent contract.

3. Bidder has filed all compliance reports due under applicable instructions, including SF. 100.

Yes ( ) No ( ) Not Required ( )

4. If answer to Item 3 is "No" please explain in detail on reverse side of this Certification.

Certification - The information above is true and complete to the best of my knowledge and belief. A willfully false statement is punishable by law (U.S. Code, Title 18, Section 1001).

\_\_\_\_\_  
Name and Title of Signer (Please Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



CERTIFICATION OF NON-SEGREGIATED FACILITIES

This Bidder certifies that he does not maintain or provide his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any locations, under his control, where segregated facilities are maintained. The Bidder agrees that a breach of his certification will be a violation of the Equal Opportunity clause and any Contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have already submitted identical certifications for the specific time periods):

“Notice to prospective subcontractors of requirements for non-segregated facilities. A certification of non-segregated facilities must be submitted prior to the award of a subcontract exceeding the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. Paragraph 1001.

Date: \_\_\_\_\_

By: \_\_\_\_\_

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

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

\_\_\_\_\_