

**TOWN OF NEW FAIRFIELD
FINANCE DEPARTMENT
Municipal & School Financial Services**

Sealed Bid Request

DATE BID OPENING: Monday, February 4, 2019

TIME: 4:30 P.M.

LOCATION: Town Hall Annex, Finance Conference Room, 3 Brush Hill Rd., New Fairfield, CT 06812

BID TITLE: “Fire Rescue Boat Current Year Manufacture”

BID SECURITY REQUIRED: None at this time

BID NUMBER: 2018-19FD2

DATED IN NEW FAIRFIELD: January 17, 2019

Purchasing Agent

Pursuant to and in accordance with the Invitation to Bid, General Information for Bidders and specifications relating thereto, the undersigned offers to furnish the equipment listed at the price stated below:

TOTAL \$ _____

2019 or better 16.5’ Fire Rescue Boat as specified

Proposed:

Year _____ **Alternate A Wind Shield** _____

Make _____ **Alternate B Optional Lighting** _____

Model _____ **Alternate C Lighting Installation** _____

Note: Vendors wishing to offer other than model year proposed may use Exceptions Page.

Guaranteed Delivery _____ weeks from receipt of order.

Prices quoted shall be F.O.B New Fairfield, CT.

Discounts for prompt payment offered may be taken into consideration during Bid Evaluation. Terms of Payment offered will be reflected in the space provided below on the Bid Proposal form. All terms (Cash Discounts) will be taken and computed from the date of delivery of acceptable materials or services, or the date of receipt of invoice, whichever is later. All invoices shall be submitted to the office of the Director of Finance, and not to place of delivery.

Payment Terms: _____

Complete manufacturer’s descriptive literature must accompany this proposal in order for it to be considered complete.

If the Town should decide to make additional purchases at a later date, the vendor agrees to hold prices for _____ months.

I certify that if awarded this bid, the vehicle supplied will contain all items described on the Sealed Bid Request, and that we have fully described all exceptions as written.

Company _____

TOWN OF NEW FAIRFIELD
Sealed Bid Request (cont.)

Address to where Purchase Order Shall be mailed: _____

President/Owner: _____
(Printed or typed)

Company

Street

City, State, Zip

By (signature)

Signed by (printed or typed)

Title

Dated Telephone #

(800# if available)

Address Correction Requested

REFERENCES

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

1) Client _____

Project Address _____

Approximate \$ Value _____ Date: Started _____ Completed _____

Contact: Name _____ Telephone # _____

2) Client _____

Project Address _____

Approximate \$ Value _____ Date: Started _____ Completed _____

Contact: Name _____ Telephone # _____

3) Client _____

Project Address _____

Approximate \$ Value _____ Date: Started _____ Completed _____

Contact: Name _____ Telephone # _____

4) Client _____

Project Address _____

Approximate \$ Value _____ Date: Started _____ Completed _____

Contact: Name _____ Telephone # _____

5) Client _____

Project Address _____

Approximate \$ Value _____ Date: Started _____ Completed _____

Contact: Name _____ Telephone # _____

Company _____ Bid Title _____

Street _____ Bid # _____

City, State, Zip _____ Telephone _____

INSTRUCTIONS TO BIDDERS

The Ball Pond Volunteer Fire Company (BPVFC) as part of the New Fairfield Volunteer Fire Department and the Town of New Fairfield, Connecticut (TONF), hereinafter referred to as the purchaser, will accept sealed proposals for furnishing one motorized Rescue Boat (also referred to as "the Boat") complete with motor, trailer and accessories as proposed by this RFP. The Rescue Boat will be housed at the Ball Pond Volunteer Fire Company, 7 Fairfield Drive, New Fairfield CT 06812.

The purpose of these instructions and specifications and General Information for Bidders are to describe the requirements, construction, and delivery of a Rescue Boat as outlined herein for the BALL POND VOL. FIRE COMPANY (BPVFC) here after referred to as the "BPVFC". For purposes of this document both the terms BPVFC and Purchaser have the same meaning.

To be considered, proposals must be received no later than 4:00 PM, (Monday, February 4, 2019). Bid envelopes shall be sealed and plainly labeled Town of New Fairfield/Ball Pond Volunteer Fire Company, Marine 17 Replacement, Rescue Boat. Bid Number 2018-19FD2 The bids must be delivered to the following address: Town of New Fairfield Purchasing Department, Attention Ms. Patty Mota, 3 Brush Hill Road, New Fairfield, CT 06812. Bids will be opened at 4:30 PM on (Monday, February 4, 2019) in the conference room of the Town of New Fairfield Purchasing Department, located at the above address.

Bids may be hand delivered or delivered by the United States Postal Service or another delivery service, however, the BPVFC or the TONF will take no responsibility or grant any extension of the bid closing time for failure to receive or for late delivery of a proposers bid package. Bids received later than the time specified will not be accepted. Amendments to or withdrawal of any section of the submitted bid received later than the time & date set for the bid opening will not be considered. Bid proposals must remain in effect for a minimum of 45 days unless otherwise noted elsewhere in the bid specifications.

If it becomes necessary to revise any part of the RFP or these Specifications or otherwise provide additional information, an addendum will be issued by the Owner and published on the Town of New Fairfield website www.newfairfield.org **It is the sole responsibility of the Bidder to consult the Purchasing Department or Town website (Invitation to Bid section) prior to submittal of their final proposal for any addendums to this request.** Failure to acknowledge receipt of amendments in accordance with the instructions contained in the amendment may result in the proposal not being considered.

BID DOCUMENTS

Are available upon receipt of this invitation (if not attached) over the internet at the Town's website: www.newfairfield.org. Adobe Acrobat reader is required to view this document. If you do not have this software you may download at no cost from Adobe at <http://www.adobe.com>. Businesses without internet access may obtain a copy of the bid by contacting the Purchasing Agent's Office, 3 Brush Hill Road, New Fairfield, CT 06812, (203) 312-5653.

BONDS

A Performance and/or Payment Bond may be requested at the time of the award of the contract and issued by a Surety company acceptable to the Town of New Fairfield.

IDENTICAL BIDS

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

NON-COLLUSION STATEMENTS

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

CONDITIONAL, QUALIFIED OR NON-RESPONSIVE BIDS/PROPOSALS

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

CONTRACT

A response to an Invitation to Bid (ITB) is an offer to contract with the Town of New Fairfield and Ball Pond Volunteer Fire Company based upon the terms, conditions and specifications contained in the Town's ITB. Bids do not become contract unless and until executed by the Town.

CONFORMITY WITH CONTRACT

In the event the Town/BPVFC determines that the service performed or materials furnished by the Contractor are defective, not in conformity with the contract requirements, or has resulted in an inferior or unsatisfactory level of service, the Town/BPVFC shall order the Contractor, in writing, to correct the nonconforming condition with seven (7) days of receipt of letter. Upon failure of the contractor to comply, the Town/BPVFC shall have the authority to correct the condition by other means, including the use of Town employees or by separate contract. The costs of the action taken by the Town/BPVFC shall be deducted from any Monies due or to become due to the contractor under this contract. Notwithstanding the above notice provisions, if the Town/BPVFC determines that a condition exists which may adversely affect the health or safety of a person or property, the Town/BPVFC shall order the Contractor to correct the condition immediately. Upon the refusal of the Contractor to comply with the order or a determination by the Town/BPVFC that the Contractor is unable to correct the condition, the Town/BPVFC shall have the authority to correct the condition by other means without further notice. Should the Contractor fail to adhere to the specifications and requirements, the Town/BPVFC may, at its option, withhold any payments due until such time as the nonconforming items are corrected. The Town/BPVFC may also assess financial penalties as described in these specifications. If the Town/BPVFC has cause to correct a condition that, in the Town/BPVFC's opinion, should have been done by the Contractor, the Town/BPVFC may elect to assess financial penalties and/or the additional cost to the Town/BPVFC to obtain

other means to correct the nonconforming item. Continual or intentional breaches of contract will be causes for termination.

CANCELLATION

The Town/BPVFC reserves the right to cancel any unfulfilled portion of the contract (30 day written notice) providing, in the opinion of the Department of Finance, services and/or materials supplied by the Contractor is not satisfactory or consistent with the terms of the contract. Upon cancellation, the maintenance charges will be prorated over the period the contract has been in force, however, the Contractor shall not be entitled to any profit on unfinished or unearned work.

OWNERSHIP OF DOCUMENTS

All documents, including drawings, plans, specifications, videotapes, or other documents or maps prepared by a contractor pursuant to any agreement arising from this bid shall become the property of the Town/BPVFC upon completion of the project or any termination of the project prior to the completion of the project.

LEGALITY

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

LANGUAGE DISPUTES

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

RESPONSIBILITY

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

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

DEFAULT

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

Bidders must submit **two (2)** complete detailed construction specifications in printed book format, to include a preliminary drawing of the proposed boat, covering the details of the construction along with the products offered for the Rescue Boat as proposed. A general statement or letter stating that the bidder meets all specifications will not be sufficient evidence of the bidder's intention, nor will a photocopy of these specifications be acceptable. Bids that do not meet this requirement will be rejected.

A statement may be requested of the successful Bidder's financial resources, experience and organization and equipment available to complete the work. The Town/BPVFC shall have the right to take such steps as deems necessary to determine the ability of the Bidder to perform the work. The Bidder shall furnish all information and data for this purpose as requested. The right is reserved to reject any bid where an investigation of the available information does not satisfy the Town/BPVFC that the Bidder is qualified to carry out properly the terms of the specifications. **At that time a Performance and Payment Bond may be requested**

Pricing should be presented to allow the Purchasing Committee to look at the cost of each major component of the proposed Rescue Boat and be able to take items out if necessary, to reduce the cost. In addition, bidders must be prepared to provide costs of individual components of the Rescue Boat as proposed to assist the TONF/BPVFC in determining any cost reductions, if necessary.

Bids will only be considered from companies which have an established reputation in the field of Rescue Boat construction and have been in business for a minimum of **five (5) years**. Bidders shall provide a minimum of three recent Rescue Boat deliveries with information to include: the type of rescue boat delivered; date of delivery; agency delivered to; and a contact reference with telephone number/email address.

Each bidder shall furnish satisfactory evidence of the ability to construct the boat specified and shall state the location of the factory where the boat is to be built. The bidder shall also show that they are able to render prompt service and furnish replacement parts for said boat.

The BPVFC and TONF reserves the right to accept or reject any or all bids on such basis as the BPVFC deems to be in its best interest.

The BPVFC and the TONF shall be the sole judge as to whether a submitted bid complies with the intent of these specifications and as such shall award the contract to the bidder who offers the most advantageous proposal to the needs of the TONF/BPVFC.

It is the intent of the BPVFC and TONF to make the award for the construction of this Rescue Boat to the bidder who meets or exceeds these specifications in a cost-effective manner. Parts availability, service capability, and expected total life cost will be considered. It is the intent to award this bid in its entirety to one bidder, however, the BPVFC and TONF reserves the right to award the bid line item by line item if it is deemed in its best interest to do so. In addition, bidders are advised that should budgetary constraints dictate, part,

and/or all the items in this bid may be rejected. This decision shall be considered final and not subject to recourse by the bidder.

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

Documents previously submitted to the BPVFC and TONF will not be considered as satisfying submission requirements for this bid.

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

All bid prices shall remain effective for 45 calendar days from the bid opening date.

Any bidder, upon request, will be provided with a summary of the names of all bidders and the amount bid by each company. Due to the proprietary nature of manufacturing techniques, bidders shall stamp any pages of their proposals that are deemed proprietary.

The Rescue Boat is to be new and of the current year of manufacture.

The bid price shall include the delivery transportation cost to the Ball Pond Volunteer Fire Company at the abovementioned address.

The bid price shall not include any local, state, or federal taxes as the BPVFC and the TONF are tax exempt.

Terms of payment will be determined with the successful bidder. Each bidder should state their desired payment as well as available discounting schedule(s) as part of the bid.

Once a manufacturer has been awarded the bid and a delivery date has been agreed upon by both parties a Liquidated Damages penalty of Five Hundred and 00/00 dollars (\$500.00) per week will be deducted from final payment for each week or fraction thereof past the agreed upon delivery date.

DELIVERY DATE

Each bidder shall state the delivery date of the Rescue Boat in calendar days from the date of contract execution.

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

INTENT OF SPECIFICATIONS

It is the intent of these specifications to cover the furnishing and delivery to the TONF/BPVFC a Rescue Boat equipped as herein specified, with a view of obtaining the best results and the most acceptable boat for the TONF/BPVFC.

These specifications cover the general requirements as to the type of construction of the boat. Minor details of construction and materials where not otherwise specified are left to the discretion of the Rescue Boat manufacturer, who shall be solely responsible for the design and construction of all features.

LIABILITY

The bidder, if his/her bid is accepted, shall defend any and all suits and assume liability for the use of any patented process, device or article forming a part of the Rescue Boat or any appliance furnished under the contract to the extent allowable under the law. All insurers must have an AM Best rating of A-V11 or better and admitted to do business in the State of Connecticut. All insurance policies must include a Waiver of Subrogation whereby the insured waives its right to subrogate against the TONF/BPVFC, its subsidiaries, employees, volunteers, directors and officers. Proof of proper insurance coverage, Workers Compensation Insurance, Liability and Property damage, and Vehicle Insurance shall be filed with the Town of New Fairfield Purchasing Agent within 10 days after the award of the bid. The Certificate of Insurance must name the Town of New Fairfield, 3 Brush Hill Road, New Fairfield, CT 06812, and Ball Pond Volunteer Fire Company, 7 Fairfield Drive, New Fairfield, CT 06812, its subsidiaries, employees, volunteers, directors & officers as the “additional insured” and filed with the Purchasing Agent prior to commencement of work. Renewal Certificates of Insurance must be mailed to the Purchasing Agent 10 days prior to the expiration of the required coverage.

COMMERCIAL GENERAL LIABILITY INSURANCE

The successful bidder shall, during the performance of the contract and for three (3) years following acceptance of the product, keep in force at least the following minimum limits of commercial general liability insurance:

- Products/completed operations aggregate \$2,000,000
- Personal and advertising injury \$1,000,000
- Each occurrence \$1,000,000

Coverage shall be written on a commercial general liability form. The policy shall be written on an occurrence form and shall include contractual liability coverage subject to the terms and conditions of the policy. The policy shall include the TONF and the BPVFC as additional insured, as their interest may appear.

SAFETY

MACHINE AND/OR EQUIPMENT HAZARD ASSESMENT AND SAFETY TRAINING

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

MACHINES AND/OR EQUIPMENT LOCKOUT/TAG OUT

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

TOXIC SUBSTANCE CONTROL ACT (PL94-469)

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

HAZARDOUS MATERIALS

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

MATERIAL SAFETY DATA SHEETS

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

EEO

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

TERMINATION OF CONTRACT

Any contract entered into by the TONF/BPVFC and the successful bidder shall provide that the Town may terminate the contract upon thirty (30) days' notice to the bidder.

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

GENERAL REQUIREMENTS

This specification package, along with any herein listed exceptions, shall be submitted as a part of the bidder's entire bid proposal. Do not detach or omit these sheets.

The manufacturer must be represented by a full-time dealer or sales agent who is located with a three (3) hour driving radius of the TONF. Bids from manufacturers with no local dealer will be rejected.

Proposal specifications must be on the manufacturer's own standard forms. In no case shall a bidder photocopy these specifications as his proposal specifications. **"NO EXCEPTIONS"**

EXCEPTIONS, VARIATIONS, OR CLARIFICATIONS

These specifications are based upon criteria which have been developed by the BPVFC as a result of extensive research and careful analysis of the data. Subsequently, these specifications reflect the only type of Rescue Boat that is acceptable at this time. Therefore, major exceptions to the specifications will not be accepted.

If an exception or exceptions are taken to these specifications, a number shall be inserted next to the paragraph which relates to an explanation **on a page(s) entitled "Exceptions"** that the bidder shall include with their proposal specifications.

Any exception shall be clearly defined with details as to the proposed alternative, referencing a manufacturer and model where appropriate. Descriptive literature shall be provided to help evaluate the exception. A general exception cannot be taken for any paragraph. A full word for word Written Comparison shall be included within the bid for any exception listed. Each exception shall be considered by the degree of impact and total effect on the bid. Proposals taking total exception to the specifications shall not be considered by the BPVFC. **"NO EXCEPTIONS"**

The BPVFC shall determine which (if any) exceptions are acceptable and this determination shall be final. The BPVFC shall assume that failure to cite an exception indicates full compliance with the specifications. Should the equipment not comply with all requirements of this document, the equipment shall be rejected at the final inspection/delivery time. All equipment shall be inspected for material, workmanship, and compliance with the specifications prior to acceptance. All equipment found to be in noncompliance shall be identified and the BPVFC reserves the right to accept or reject the specific items. The noncompliant rejected equipment shall be replaced or reworked to meet the requirements of this document at no additional cost to the BPVFC. The bidder shall have thirty (30) days after delivery to fulfill that part(s) of the specifications which does not comply with the original outlined specifications. Bidder shall incur all expenses of pickup and redelivery of the Boat.

Questions regarding the specifications may be directed to **Assistant Chief Mike O'Toole (203-994-5391), chiefbpf@aol.com**. Questions regarding the bidding procedure may be directed to **Purchasing Agent, Patty Mota (203-312-5653), pmota@newfairfield.org**.

CONSTRUCTION

The materials specified are considered as absolute minimum(s). Exceptions will not be accepted or permitted since all raw materials of the specified type are available to all manufacturers. Since all manufacturers have the

ability to shear, break, and weld as these specifications require, all basic design requirements shall be complied with.

The Rescue Boat shall be constructed with due consideration to the nature and distribution of the load to be sustained and to the general character of service to which a Rescue Boat is subjected to when placed in service. All parts of the Boat shall be of adequate strength to withstand the general service under full load. The Boat shall be so designed that the various parts are readily accessible for inspection, adjustment, and service.

TRADE NAME REFERENCES

Any and all references to trade names, types, styles, model numbers, stock numbers or catalogs are intended to be descriptive only and not restrictive. The intention is to indicate to bidders the type and quality of the articles and or materials that will be satisfactory. When reviewing the information, it is the responsibility of the prospective bidder to inform the TONF/BPVFC of any discrepancy that is found (i.e. number listed does not fit item description). Bids received on other makes or models with reference to other catalogs will be considered. The bidder is to clearly state in his/her bid exactly what he/she intends to furnish and to furnish with his/her bid a cut or illustration or other descriptive matter that will clearly indicate and give specification as to the product he/she proposes to furnish. Where a bid is offered on an item other than the trade standard used in the specification the item should be identified on the bid form by entering the MAKE, TRADE NAME AND MODEL NUMBER. It is understood that any substitute and/or alternate that might be offered are guaranteed by the bidder to be of equal or better quality than is referenced in the bid. The item(s) must be equivalent as to function, basic design, type and quality of material, method of construction and any required dimensions. It shall be further understood that during original as well as subsequent shipments spot checks will be performed to insure that the items received are in fact the items offered in the bid. When received, should items/materials prove to be different from what was bid in any way, the bidder agrees to the return of the items and agrees to supply correct items (per bid specifications) at the bidders expense. In the event this return action is required, it is understood the bidder may be subject to removal from the Town's approved bidder's list. Bidders are cautioned that surplus, seconds, factory rejects, floor samples, close outs or distressed items are not acceptable and shipments of substitutions, defective or shop-worn equipment will be returned for a full refund at the vendor's expense.

WARRANTY

Each bidder shall include a copy of their warranty with the bid proposal. **NO EXCEPTION** Additional warranties covering any other component of the Boat construction, such as the motor, lighting, GPS system, etc., must be provided at the time of delivery of the Rescue Boat.

SINGLE SOURCE WARRANTY COORDINATION

In order to protect the BPVFC and TONF from divided warranty responsibility between component manufacturers, the dealer, and/or manufacturer will coordinate the warranties for the component parts for the Boat and trailer. The dealer and/or manufacturer will act as the sole source warranty coordinator on the entire Rescue Boat. This shall include the boat, motor, trailer and any electrical or mechanical item(s) that are provided by the manufacturer in the delivered Rescue Boat.

DELIVERY & DEMONSTRATION TO BE DETERMINED

PRE-CONSTRUCTION CONFERENCE

The BPVFC requires (1) Pre-construction Conference to be held at a time, place and format with the local representative and/or manufacturer via telecommunication conference call, to be determined at a later date.

GENERAL DESIGN OVERVIEW

The Rescue Boat shall be double hull designed and must include an interlocking straight gunwale rail on sides, front and rear, designed so that two or more boats may be rigidly connected end-to-end-front of one to back of another. They must connect rigidly across the rear with the specified outboard motor installed without contact between the front of the boat and rear of motor; also, side-to-side and end-to-side. The design must accommodate the assembly of a floating work platform of various shapes and any size using multiples of boats. Hollow posts at each corner must support vertical attachments. The Boat shall include a system for securing any gear anywhere inside; include built-in foam for redundant buoyancy; United States Coast Guard (USCG) navigation lights; and American Boat and Yacht Council (ABYC) and National Marine Manufacturers Association (NMMA) safety certified wiring harnesses.

USCG CAPACITIES

The Boat shall meet the following capacity ratings:

USCG Total Weight Capacity – 1,800 Lbs. as a minimum

USCG Persons Weight Capacity – 1,250 Lbs. as a minimum

USCG Maximum Person Occupancy – 8 persons

USCG Maximum Horse Power (HP) with remote steer and console – 70 HP

HULL DIMENSIONS

The Boat shall meet the following dimensions:

The overall hull length shall not exceed 16 feet 5 inches (16'-5")

The beam shall be a minimum of 72 inches (72")

The bottom width shall be a minimum of 59 inches (59")

The outside side depth shall be a minimum of 21 inches (21")

The inside side depth shall be a minimum of 19 inches (19")

HULL MATERIAL

The hull shall be constructed of and formed using marine grade aluminum of a minimum thickness of 0.100 inches (0.100"). The design must include a floor which is a minimum thickness of 0.100 inches (0.100") and is welded into the hull in such a fashion as to afford easy cleaning and with no possibility of debris entering or becoming trapped under the floor. Hull bottom must have at least 9 keels longitudinal full-length keel breaks. The cavity between the floor and hull bottom must have minimum two (2) pipe thread bungs with NPT plugs. This cavity must be filled with expanding injected foam. The hull must be equipped with adjustable trim tabs.

The floor, decks and sides (top to bottom) are to be treated with sprayed on GatorHYDE™ brand, marine grade polyurea non-skid compound. Color to be gray.

DRAINS AND BILGE PUMPS

The hull shall be equipped with a minimum of five (5) drain plugs and two (2) bilge pumps, each with a minimum rated capacity of 1,000 gallons per hour (1,000 gph). Each bilge pump shall be connected to an outlet hose with a minimum dimension of 1.125 inches (1.125") The bilge pumps shall be controlled by an activation switch positioned on the operators control/switch panel.

OPERATOR STEERING CONTROL PANEL AND SEATING

The control panel console must be built of aluminum and be powder coated. Console must be firmly fastened into the boat at front and rear. All controls and switches must be easily actuated while operator is facing forward.

The steering system shall be with a wheel and engine controls shall be placed adjacent to the operator's seat and control panel.

Operator's seat must fold down and be supplied with easily replaceable cushions. Operators seat must be adjustable front-to-back at least 3" and must fold up and forward to provide easy access to the top of the fuel tank.

OPTIONAL WIND SHIELD (TO BE BID AS ALTERNATE A)

Provide design, fabrication and installation of a custom Lexan or Lucite clear wind shield of an appropriate width and height, mounted above the control panel and steering column to protect the Rescue Boat operator from wind and water mist.

ELECTRICAL SYSTEM

All harnesses, switches, breakers (or fuses) and electrical components must be certified to meet all ABYC, USCG and NMMA safety standards. All control switches for electrical systems must be clearly marked as to function (example: navigation lights; gunwale lights; etc.) and must include an "on indicator light". Secure bow light storage must be provided. A 12-volt outlet must be provided at the front of the Boat suitable to power portable electrical appliances with at least a 10-amp draw. A second 12-volt outlet must be provided on the control panel.

There shall be a single battery with a marine battery case provided with a charger/maintainer and a power gauge at the control panel or as an integral part of the battery case showing battery condition at a glance.

NAVIGATION SYSTEM

The Boat shall come equipped with a Hummingbird® Helix 10 (10-inch screen) navigation systems with GPS, CHIRP, Mega and Side Imaging features and with all wiring, brackets/hardware and testing completed. The system shall be installed in close proximity to the control panel within easy view of the operator in a location determined by the BPVFC at the pre-construction meeting.

OUTBOARD MOTOR

The Rescue Boat shall come equipped with fifty horse power (50 HP) Mercury 4 stroke motor. The motor must include power trim/tilt ability, electronic fuel injection and OEM brand controls and an aluminum propeller with a propeller guard included. The motor must include an electronic monitoring system with hour meter (use timer) and rpm tracking mounted on the control panel dashboard within easy view of operator at all times.

The motor shall come with a three-year (3 yr.) factory warranty serviceable at any authorized Mercury dealer.

A fuel tank with a minimum 6-gallon capacity and hose must be included.

PASSENGER SEATING

The boat shall include two (2) passenger seat boxes which are able to be positioned on the sides, across, or in the center of the boat, with storage space inside each seat. The seats must include all hardware to allow for the securing of seats in any configuration noted. The seats shall have the ability to be removed in 30 seconds or less using no tools. The lids must have positive hold down mechanisms and drains.

RESCUE/SAFETY EQUIPMENT

The Rescue Boat shall come equipped with a diver support/victim lift platform that is easily deployed by no more than two (2) people. The platform shall be made of anodized aluminum, be light in weight, removable, be able to be stored in the Rescue Boat and can support a weight of up to 300 pounds (300 Lbs.).

The primary function of the platform will be to assist in lifting victims from the water and assist victim retrieval into the boat.

LIGHTING

The Rescue Boat shall include USCG, ABYC and NMMA approved navigation lights with a visibility rating of at least one nautical mile (1nm).

The boat shall include two (2) sixteen-foot (16') lengths of no-glare red (LED) gunwale interior lights controlled by a switch at the control panel.

OPTIONAL LIGHTING (TO BE BID AS ALTERNATE B)

Night adjustable task lighting: Provide and install four (4) LED adjustable work lights and an LED emergency flashing light bar mounted on a suitable rack at the rear of the Boat. Rack must be able to be lowered to below the height of the top of the motor. Provide rack dimensions and rack design as well as the make and model number of the lighting proposed by bidder.

Night task lighting: Provide and install eight (8) additional LED work lights, two (2) mounted on each side of the Boat, mounted flush into the hull in a manner that will prevent them being dislodged when coming into contact with outside objects (i.e. dock). Make and model number of the lighting proposed to be provided by bidder.

Price for Alternate B to include all wiring, hardware and installation of lights with control switches on the control panel.

OPTIONAL LIGHTING INSTALLATION (TO BE BID AS ALTERNATE C)

Install four (4) Sound Off Signal MPower Fascia 3 LED single-color lights, screw mount, provided by the BPVFC, two (2) on the bow and one (1) on each forward hull side, to be used as navigation lights, in locations to be determined during the pre-construction meeting. The lights are to be mounted with Sound Off brackets provided by BPVFC to the bow in such a way as to meet USCG requirements for visibility.

Install eight (8) Sound Off Signal MPower Fascia 4 LED dual-color lights, screw mount, provided by the BPVFC, two (2) to be mounted on each side of the Rescue Boat in locations to be determined during the pre-construction meeting.

Price for Alternate C to include all wiring, hardware and installation of lights with wiring run to the control switches on the control panel.

TRAILER FOR RESCUE BOAT TRANSPORT

The bid for the Rescue Boat must include one new trailer which meets all current Department of Transportation (DOT) requirements for trailers used for the transportation of marine vehicles. The trailer shall be sized to meet the overall dimensions and weight of the Rescue Boat and meet the following design parameters:

Frame design/construction: The frame shall be constructed of 2" x 4" steel tubing with folding tongue, winch and winch stand and vinyl covered coil safety cable; center walk board to be at least eleven inches (11") in width and at least sixty inches (60") in length and be capable of supporting 500lbs with non-skid material applied to the surface. The trailer must include side guides to facilitate easy loading in wind or current conditions. An easily accessible, vertical style, side mount spare tire/wheel mount must be provided. Tow hitch shall be capable of accepting a tow ball of two inches (2-0") in diameter with locking devices, safety chains and trailer lighting plug.

Boat Support Cradles: Provide custom fit cradles to match the boat hull shape, with supporting runners of steel covered with high density composite material. Wood and carpet will not be acceptable.

Lighting: Provide LED running lights that comply with current DOT certified configuration for marine trailers. All lights and wiring to be water proof. Provide make and model number of the lighting proposed to be provided by bidder.

Wheels/Tires: Provide 13" wheels and radial tires. Spare wheel/tire must be included.

Overall Length When Stored: Maximum length, with the tongue in the folded position, shall not exceed **seventeen** feet – seven inches (17' - 7") for storage, when not in use.

END OF SPECIFICATIONS

NON-COLLUSION AFFIDAVIT

STATE OF _____ COUNTY OF _____

I, _____ being first duly sworn, deposes and says that:

1. I am _____ of _____, the bidder that has submitted the attached request for bid for _____;

2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3. Such bid is genuine and is not a collusive or sham bid;

4. Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of New Fairfield or any person interested in the proposed bid; and

5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed _____

Title _____

Subscribed and sworn to before this _____ day of _____, 20____.

My commission expires _____

BID SUBMITTAL CHECKLIST

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

- BID COVER SHEET – WITH YOUR COMPANY INFORMATION COMPLETED
- PROPOSAL SHEET(S), IF SEPARATE FROM THE BID COVER SHEET
- EXCEPTIONS PAGE
- REFERENCES PAGE
- BID BOND NOT APPLICABLE AT THIS TIME
- SAMPLE OF CERTIFICATE OF INSURANCE – PLEASE REMEMBER THAT THE TONF AND BPVFC IS TO BE LISTED AS AN ADDITIONAL INSURED ON THE POLICY MUST ACCOMPANY EXECUTED CONTRACT
- NON-COLLUSION AFFADAVIT

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