



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

BID #2012-14R DESIGN AND INSTALLATION OF AUTOMATIC FIRE SPRINKLER SYSTEM

TOWN OF FAIRFIELD
PURCHASING AUTHORITY
725 OLD POST ROAD
INDEPENDENCE HALL
FAIRFIELD, CT 06824.

Date Submitted _____ 2012.

SEALED BIDS are subject to the standard instructions set forth on the attached sheets. Any modifications must be specifically accepted by the Town of Fairfield, Purchasing Authority.

Bidder:

Doing Business As (Trade Name)

Address

Town, State, Zip

(Mr/Ms) Name and Title, Printed

Signature

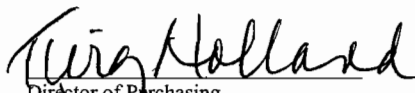
Telephone

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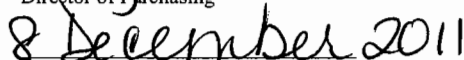
E-mail



First Selectman



Director of Purchasing



Date

Sealed bids will be received by the Purchasing Authority at the office of the Director of Purchasing, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to:

11:00AM, Thursday, 5th January, 2012

To provide labor, materials, equipment and all else necessary to design and perform installation of an automatic fire sprinkler system, including all components, hardware and associated work to complete the project, located at Fire Station 2, 600 Jennings Road, Fairfield, CT, as per the following specifications.

NOTES:

1. Bidders are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their bid.
2. No bid shall be accepted from, or contracts awarded to, any person/company who is in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield.
3. Bid proposals are to be submitted in a sealed envelope and clearly marked "BID #2012-14R" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. Bid proposals are not to be submitted with plastic binders or covers, nor may the bid proposal contain any plastic inserts or pages.

INVITATION TO BID

The Town of Fairfield (Town) on behalf of its Fire Department (FFD) is seeking competitive bids from qualified contractors to provide labor, materials, tools, equipment and all else necessary, to design and perform installation of an automatic fire sprinkler system, including all components, hardware, proper disposal of surplus items, and associated work to complete the project, located at Station 2, 600 Jennings Road, Fairfield, CT. The site will be available immediately upon award of contract and all work must be completed in a timely manner. Time is of the essence.

Currently there is no water line installed on the property. This work shall be performed by others under separate contract. At this time it is anticipated that the water line will be installed to the building from Crimson Lane.

PRE-BID MEETING

A site meeting will commence at **8:30am, Thursday, 22nd December, 2011**, Station 2, 600 Jennings Road, Fairfield, CT, for prospective bidders to scope the conditions.

- While the meeting is non-mandatory, prospective bidders will be required to sign-in at commencement of the meeting. The sign-in sheet will be posted on the Purchasing Department website as below. Copies will not be made available at the meeting, nor will they be faxed out.

ADDENDA / REQUESTS FOR INFORMATION (RFI)

Addenda concerning important information and/or modifications to specifications will be posted on the Fairfield Purchasing Department website at www.fairfieldct.org/purchasing.htm

- It is each Bidder's sole responsibility to monitor the above website for all updated information. Addenda will not be mailed, e-mailed or faxed out.
- **Questions concerning the Specifications and Bidding Procedures should be directed in writing to:**
Phil Ryan, Buyer, Purchasing Department. **Email:** PRyan@town.fairfield.ct.us | **Fax:** 203-256-3080
- Written requests for information will not be accepted after **12:00pm on Wednesday, 28th December**. Verbal requests for information via phone or other means will not be accepted.
- Failure to comply with these conditions will result in the bidder waiving the right to dispute bid specifications and conditions, no exceptions.

CONTRACT DOCUMENTS

Contract documents may be viewed and downloaded at no cost from the Town of Fairfield, Purchasing Dept website at www.fairfieldct.org/purchasing.htm

Note printed hard copies of Contract Documents are NOT available to be purchased from the Town of Fairfield.

SPECIFICATION

1. Automatic sprinkler system shall be designed and installed in accordance with the provisions of National Fire Protection Association (NFPA) Standard 13 (2002 edition) – Standard for the Installation of Sprinkler Systems - and Sections 903.3.1 through 903.3.7 of the Connecticut Fire Safety Code.
2. Sprinkler system design must be by a Connecticut licensed engineer or fire sprinkler layout technician.
3. Sprinkler system installers must have valid State of Connecticut Fire Protection Sprinkler license.
4. Installation of fire sprinklers requires a permit from the Fairfield Building Department. Prior to the issuance of a permit; plans, calculations and equipment specifications shall be submitted the Fairfield Fire Marshal's Office for review.
5. The following Owner's requirements shall be included:
 - a) All piping, except in the apparatus garage, maintenance garage and basement mechanical/storage areas, shall be concealed.
 - b) The Fire Department connection shall be a five inch (5") STORZ type with a 30 degree elbow; location to be determined by the Fire Department.
 - c) All penetrations of floors, walls, ceilings, etc. shall be suitably fire and/or smoke stopped by approved methods.
 - d) Completed Contractor's Material and Test Certificates – both Above and Underground – shall be provided by the Contractor.
 - e) "As-built" drawings shall be provided to the owner at the completion of the job.
 - f) Provisions shall be made for the monitoring of water flow and valve tamper switches by the building's fire alarm system.

GENERAL REQUIREMENTS

- A. Prospective Bidders are to visit the site to verify scope of the work, measurements, quantities, etc, prior to bidding. The Town reserves the right at all times to increase or decrease the amount of work if deemed in the best interest of the Town.
- B. Price is to include all labor, design, materials, licenses, permits, mobilization, etc, including demolition and proper disposal of all items and materials, and all other associated work to complete the project, as specified.
- C. The Bidder must not discriminate, nor permit discrimination, against any person on the grounds of race, color, national origin, religion, sex, handicap, or veteran status, in their employment practices, in any of their contractual arrangements, in all service and accommodations they offer to the public, and in any of their other business operations.
- D. It is a national policy to provide minority and women's business enterprises (M and WBEs) the maximum opportunity to participate in activities carried out under public funding and to award a fair share of contracts to M and WBEs.
- E. The successful bidder MUST secure all required permits prior to commencing work on the site. Upon application for a building permit, the Town of Fairfield will waive the cost of the permit.
- F. The awarded contractor will have access to the site immediately upon award of contract and all work must be completed in a timely manner. Time is of the essence. All work time must be coordinated with Owner's designated representative.
- G. Award of the project, either partial or in its entirety, is contingent upon funding approval by the applicable boards of the Town of Fairfield.

SCOPE OF WORK

Provide labor, materials, tools, equipment and all else necessary, to design and perform installation of an automatic fire sprinkler system, including all components, hardware, proper disposal of surplus items, and associated work to complete the project, located in living areas and quarters on both sides of the building, including the maintenance area and basement.

The work included under this contract shall involve the furnishing of all supervision, licenses, permits, labor, materials, tools and equipment necessary for the design and installation of an automatic fire sprinkler system, including all components and associated hardware for the complete operation of the system, and in accordance with the provisions of National Fire Protection Association (NFPA) Standard 13 (2002 edition) – Standard for the Installation of Sprinkler Systems - and Sections 903.3.1 through 903.3.7 of the Connecticut Fire Safety Code.

Contractor will be required to tie the sprinkler system into water line installed at the building. Installation of water line from street main will be performed by others under separate contract.

PRICES

Prices quoted must be firm, for acceptance by the Town of Fairfield, for a period of ninety (90) days. Price shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid. The price(s) and amount of the bid will have been arrived at independently and without consultation, communication or agreement with any other contractor or bidder.

GUARANTEE

Equipment, materials and, or work executed shall be guaranteed for a minimum period of one (1) year against defective material and workmanship. The cost of all labor, materials, shipping charges and other expenses in conjunction with the replacement of defective equipment, and, or unsatisfactory work, shall be borne by the Contractor.

For a period of one (1) year from the date of substantial completion of this contract as determined by the Fire Marshall, the Contractor shall upon written notice remedy any and all defects in materials or workmanship resulting from work done under this contract and repair any damage to any structures or property caused by the Contractor incidental to this work, all such repairs to be done in accordance with instructions furnished by the Fire Marshall and paid for by the Contractor.

OBLIGATION OF CONTRACTOR

The Contractor shall do all the work and furnish all the materials, tools, and appliances necessary or proper for performing and completing work required by this contract in a manner specified. All the work, labor, and materials to be done and furnished under this contract shall be done and furnished strictly pursuant to and in conformity with the specifications hereto attached and other directions of the Owner, as given from time to time during the progress of the work under the terms of the contract. The Contractor shall complete all work to be done under this contract to the satisfaction of the Owner and in accordance with the specifications and drawings herein mentioned at the prices herein agreed upon.

METHOD OF DOING WORK

The work must be started and done by the Contractor in such a manner as not to encounter delays to the traveling public owing to delays in doing the work. It must be pushed to completion with all possible speed and no inconvenience to traffic will be permitted where such inconvenience may be avoided.

The Contractor shall conduct the work in such a manner so as not to interfere with or willfully annoy employees and officials of the Town of Fairfield, employees of public utilities, residents adjacent to the work and general public.

The Contractor shall employ only competent employees to do work and whenever the Owner shall notify the Contractor, in writing, that any employee on the work is, in the Owners opinion, incompetent, unfaithful, disorderly and otherwise unsatisfactory, such employee shall be discharged from the work and shall not again be employed on it, except with the consent of the Owner.

At the site of the work, the Contractor shall employ at all times while work is in progress, a construction superintendent or foreman who shall have full authority to act for the Contractor and who shall be acceptable by the Owner.

In connection with the execution of the bid, subsequent purchase orders and/or contracts, the Contractor shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, or natural origin.

Executive order #11246 inclusive of all its amendments thereto relative to equal employment opportunities and implementation rule and regulations of the Department of Labor and equal employment opportunities are incorporated herein by specific reference.

METHOD OF DOING WORK

The Town of Fairfield reserves the right to require the successful bidder(s) to enter into such security arrangements and/or written contracts as deemed necessary by the Town of Fairfield to protect its property and goods and interests.

EXECUTION OF AGREEMENT

The form of Agreement that the successful bidder will be required to execute will be decided by the Owner. The bidder to whom the Contract is awarded, must sign and deliver required copies to the Owner within seven (7) business after notice of award and receipt of Agreement forms from the Owner.

At or prior to delivery of the signed Agreement, the bidder to whom the contract is awarded shall deliver to the Owner those Certificates of Insurance as required.

Certificates of Insurance shall be approved by the Owner before the successful bidder may proceed with the work. Failure or refusal to provide Certificates of Insurance in a form satisfactory to the Owner shall subject the successful bidder to loss of time from the allowable construction period equal to the time of delay in furnishing the required material.

LIABILITY OF CONTRACTOR

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. The Contractor shall at all times safely guard and protect the work and that of adjacent property (as provided by law and the contract documents) from damage. The Contractor shall take all responsibility for the work and take precautions for preventing injuries to persons and property in or about the work. The Contractor shall assume the defense of and indemnify and save harmless the Owner and its officers, agents, and employees from all claims relating to labor and materials furnished for the work, to inventions, patents and patent rights used in doing the work, or in consequence of any improper materials, implements or labor used therein and to any act, omission or neglect of the Contractor and his/her employees therein.

The Contractor shall conduct the work in such a manner as to interfere as little as possible with travel on the highways and observe all ordinances and statutes relating to obstructing the highway. The Contractor shall provide railing or suitable barricades as good safe practice requires as outlined in the latest revised edition of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America and as required by the Owner to prevent accidents or injury to persons, vehicles or animals.

Signs warning the public of construction in the near vicinity shall be maintained at a reasonable distance from either end of the location of active construction or hazardous condition arising therefrom. All barricades, machinery and other hazards or obstructions to the public use of the highway shall be brightly and properly lighted at night.

ASSIGNMENTS

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof or of the work provided for therein, or of his/her right, title, interest therein, to any person, firm, partnership or corporation without the written consent of the Owner. If any part of the work is sublet, sold, transferred, assigned or otherwise disposed of, the Contractor will not be relieved of any responsibility in connection therewith.

The Contractor may not subcontract a total of work in excess of 50% of the original total contract value.

EXTRA WORK

The Owner shall notify the Contractor, in writing, of the necessity of such extra work, stipulating its character and extent. Upon receipt of such notification, the Contractor shall advise the Owner, in writing, of the compensation, whether unit price or lump sum as requested, for which he proposes to perform the extra work required. The Owner may accept the compensation proposed by the Contractor, or if the Owner considers the prices submitted to be excessive, the Owner may order the work done on a "Cost Plus" basis. In either case, the character and extent of the extra work together with the accepted basis of compensation shall be communicated to the Contractor by means of a change order which, when signed by the Contractor and the Owner, shall become part of the contract.

Unforeseen work made necessary by changes in plan or work necessary to complete the improvements for which no price is provided in the contract, shall be done in accordance with the requirements of the specifications and as directed by the Owner.

RIGHT OF OWNER TO TERMINATE CONTRACT

If the work to be done under this Contract shall be abandoned, or if at any time the Owner is of the opinion that the Contractor is willfully violating any of the conditions of this contract or is not executing said contract in good faith or that the work is unnecessarily delayed and will not be finished within the prescribed time, the Owner may notify the Contractor and Surety, in writing to that effect. If the Contractor does not, within five (5) business days thereafter, take such measures as will, in the judgment of the Owner, insure the satisfactory completion of the work aforesaid, the Owner shall have the power to notify the Contractor to discontinue all work or any portion thereof, under this contract. A copy of this contract shall go to the surety.

Thereupon the Contractor shall cease to continue said work, on such part thereof as the Owner shall designate. The Owner shall thereupon have the power to place such and so many persons as deemed proper, by contract or otherwise, to work at and complete the work herein described and to use such materials, tools, and appliances found upon the work or to procure other materials, tools, and appliances for the completion of the same and charge the expenses of said labor, materials, tools, and appliances to the Contractor; and the expense so charged shall be deducted and paid by the Owner out of such money as may be then due, or may at any time thereafter grow due to the Contractor under and by virtue of this agreement, or any part thereof; and in case the expense so charged is less than the sum which would have been payable under this contract if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference; and in case greater, the Contractor shall pay amount of such excess so due.

DEFINITIONS

Whenever the words defined occur in this Contract and in the specifications hereto attached, they shall have the meanings here given:

1. Owner - The Owner shall mean the Town of Fairfield or any duly authorized official thereof acting in an official capacity.
2. Contractor - Whenever the word "Contractor" is used in these specifications, it shall be understood to mean the person or persons, co-partnership or corporation, who has entered into this contract as the party of the second part, or his/her or their legal representative.
3. Sub-Contractor - Any individual, firm, partnership, or corporation to whom the Contractor sublets or assigns any part or parts of the project covered by the contract with the approval of the Owner.

PROTESTS

No protest regarding the validity or appropriateness of the specifications or of the invitation for bids will be considered, unless the protest is filed in writing with the Director of Purchasing, prior to the closing date for the bids.

EXCEPTION TO SPECIFICATIONS

All bid proposals rendered shall be considered meeting the attached specifications unless exceptions are noted on a separate page dated and signed by the bidder.

TERMS AND CONDITIONS OF BID

In order to receive consideration, make bids in strict accordance with the following:

1. Make bids upon the forms provided, properly signed and with all items filled out. Do not change the wording of the bid form, and do not add words to the bid form. Unauthorized conditions, limitations, or provisions attached to the bid may be cause for rejection of the bid. If alterations by erasure or interlineations are made for any reason, explain over such erasure or interlineations with a signed statement from the bidder.
2. Bid proposals are to be submitted in a sealed envelope and clearly marked with the bid number "2012-14R" on the outside of the envelope. All prices and notations must be printed in ink or typewritten. No erasures permitted. Bid proposals are to be in the office of the Purchasing Agent, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut, prior to date and time specified, at which time they will be publicly opened. It is the sole responsibility of the bidder to see that the bid is received on time.
3. No telegraphic bid or telegraphic modification of a bid will be considered. No bids received after the time fixed for receiving them will be considered. Late bids will be returned to the bidder unopened.

EXAMINATION OF DOCUMENTS AND SITE OF WORK

Before submitting a bid, each bidder shall examine the drawings carefully, shall read the specifications and all other proposed contract documents, and shall visit the site of the Work. Each bidder shall be fully informed prior to bidding as to existing conditions and limitations under which the Work is to be performed, and shall include in the bid a sum to cover the cost of items necessary to perform the Work set forth in the proposed contract documents. No allowance will be made to a bidder because of lack of such examination or knowledge. The submission of a bid will be considered conclusive evidence that the bidder has made such examination.

Bidders must examine for themselves the plans, profiles, detail drawings, specifications, etc and the location of the proposed work, and must exercise their judgment as to the nature and difficulty of the whole proposed undertaking. The Contractor must assume all risk or variance in any computation or statement by the contract, by whomsoever made and must agree to furnish all tools, machinery, material and labor to clean up, all debris and to complete fully the said work in accordance with the plans and contained either in the specifications or in any of the drawings but omitted from the other will be considered an essential part of the work. The Contractor whose bid is accepted will be responsible for every loss or error arising from ignorance concerning the requirements of the work of the difficulties to be encountered.

Bidders, if requested, must be able to present satisfactory evidence that they have been regularly engaged in the business of constructing such work as they propose to execute and that they are fully prepared with the necessary capital, materials, and machinery to conduct the work to be contracted for the satisfaction of the Owner and to begin work promptly when ordered.

The Owner, or its designated representative, reserves the right to reject any proposal in whole or in part offering equipment and/or materials and/or construction proposals, which in his/her opinion does not meet the quality standards desired. Such decision will be considered final and not subject to further recourse.

INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING

Any person contemplating submitting a bid for the construction of the work is in doubt as to the true meaning of any part of the proposed contract documents, or finds discrepancies in or omissions from any part of the proposed contract documents, he/she may submit to the person responsible a written request for interpretation thereof no later than the time and date as indicated on page 2. The person submitting the request shall be responsible for its prompt delivery.

Interpretation of correction of proposed Contract Documents will be made only by Addendum to each general contract bidder of record. The Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

PRE-CONSTRUCTION MEETING

Prior to the commencement of any work, the contractor shall attend the pre-construction meeting at a date and time set that is convenient to all parties.

CHANGE ORDERS

The maximum amount of overhead and profit that will be permitted on any change order is a total amount of 10%.

HANDLING AND DISTRIBUTION

The Contractor shall at own expense handle, haul and distribute all materials and all surplus materials on the different portions of the work, as necessary. He/she shall provide suitable and adequate storage area for materials during the progress of the work and be responsible for loss of, or damage to, materials furnished or accepted by him/her, until the final acceptance of the work. Storage charges by transportation companies and vendors which result from delays in handling shall be borne by the Contractor.

MATERIALS, SAMPLES INSPECTION APPROVAL

Unless otherwise indicated or specified, only new materials shall be incorporated in the work. All materials furnished by the Contractor to be incorporated in the work shall be subject to the inspection and approval of the Owner.

Facilities and labor for the handling and inspection of all materials shall be furnished by the Contractor. Defective materials shall be removed immediately from the site of the work.

INTERFERENCE WITH AND PROTECTION OF STREETS

The Contractor shall not close or obstruct any portion of a street, road or private way without obtaining permits therefore from Owner. If any street or private way shall be rendered unsafe by the Contractor's operations, he/she shall make such repairs or provide such temporary ways or guards as shall be acceptable to the Town or owner of the private way.

Streets, roads, private ways and walks not closed shall be maintained passable by the Contractor at his/her expense and the Contractor shall assume full responsibility for the adequacy and safety of provisions made.

The Contractor with 24 hours in advance, shall notify the Police Dept and Fire Dept in writing if the closing of a street is necessary, and shall cooperate with the Police Department in the establishment of alternate routes and, at own expense, shall provide adequate detour signs, plainly marked and well lighted, in order to minimize confusion.

STORAGE OF MATERIALS AND EQUIPMENT

All construction equipment and materials to be incorporated in the work shall be placed so as not to injure workers, and so that free access can be had at all times to all parts of the work, and to all public utility installations in the vicinity of the work.

Other materials shall be kept neatly piled and compactly stored in such location causing for minimum of inconvenience to public travel and adjoining tenants. There shall be no stockpiling of materials within the street lines during non working hours. There shall not be stockpiling or placement of excavated or other materials on private or personal property without prior written permission of the owner thereof.

The Contractor shall make all measurements and check all dimensions necessary for the proper construction of the work called for by the drawings and specifications. During the prosecution of the work he/she shall make all necessary measurements to prevent misfitting in said work, and he shall be responsible therefore and for the accurate construction of the entire work.

COMPUTATIONS OF QUANTITIES

For estimating quantities in which the computation of area by geometric methods would be comparatively laborious, it is stipulated and agreed that the planimeter shall be considered an instrument of precision adapted to the measurement of such areas.

PLANNING AND PROGRESS SCHEDULES

Before starting the work, the Contractor shall submit to the Owner a written description of the methods he/she plans to use in doing the work and the various steps he/she intends to take. The Contractor and Town will agree to such progress schedules in writing which shall be incorporated as a provision of the Contract.

PRECAUTIONS AGAINST ADVERSE WEATHER

During adverse weather and against the possibility thereof, the Contractor shall take all necessary precautions so that the work may be properly and satisfactorily done in all respects. When required, protection shall be provided by the use of tarpaulins, wood and building-paper shelters or other approved means.

During cold weather, materials shall be preheated, if required, and the materials and adjacent structure into which they are to be incorporated shall be made and kept sufficiently warm so that a proper bond will take place and a proper curing, aging or drying will result. Protected spaces shall be artificially heated by approved means, which will result in a moist or a dry atmosphere according to the particular requirements of the work being protected. Ingredients for concrete and mortar shall be sufficiently heated in accordance with applicable ASTM, ASA and/or AC specifications so that the mixture will be warm throughout when used.

BID PROPOSAL FORM

PAGE 1 OF 2

PROPOSAL TO: Town of Fairfield, Purchasing Department
First Floor, Sullivan Independence Hall
725 Old Post Road, Fairfield, Connecticut 06824

I, _____ have received the following contract documents,

1. Bid Document #2012-14R,
2. Addenda ___ through ___, posted at www.fairfieldct.org/purchasing.htm

and have included their provisions in my proposal. I shall furnish all supervision, licenses, permits, labor, materials, tools and equipment necessary for the design and installation of an automatic fire sprinkler system, including all components and associated hardware for the complete operation of the system, and in accordance with all provisions as specified, including proper disposal of all surplus materials, located at Fire Station 2, 600 Jennings Road, Fairfield, CT, for the lump sum amount per the following three (3) options:

Option #1 –

Enter lump sum amount to design and perform installation of an automatic fire sprinkler system as specified, located in the living areas and quarters on both sides of the building, including the maintenance area and the basement.

(\$ _____) /lump sum _____ Dollars
(Written Amount)

Option #2 –

Enter lump sum amount to design and perform installation of an automatic fire sprinkler system as specified, located in the living areas and quarters on both sides of the building, including the maintenance area. (Basement deleted from contract.)

(\$ _____) /lump sum _____ Dollars
(Written Amount)

Option #3 –

Enter lump sum amount to design and perform installation of an automatic fire sprinkler system as specified, located in the living areas and quarters on both sides of the building. (Maintenance area and Basement deleted from contract.)

(\$ _____) /lump sum _____ Dollars
(Written Amount)

NOTE: Only one (1) option above (Option 1 or Option 2 or Option 3) will be awarded, contingent upon available funding.

Schedule of Values: Attach a complete schedule of values for Option #1, Option #2 and Option #3.

All pricing shall include the cost of labor, materials, equipment, tools, mobilization, delivery, permits (where not waived by the Town), licenses, overhead and profit, taxes (except from which Owner is exempt) and insurances.

A complete itemized schedule of values shall be required to be provided by the Contractor, prior to award of contract.

Hourly Rates: Supervisor \$ _____ /hr Foreman \$ _____ /hr Journeyman \$ _____ /hr Apprentice \$ _____ /hr

Mark-up over Cost for Materials shall be _____ % for any additional work where requested.

Work shall be completed _____ days after receipt of written notice to proceed / purchase order.

Name and Title of Authorized Representative (Printed)

Signature

Date

BID PROPOSAL FORM

PAGE 2 OF 2

The following must be submitted with proposal:

- Cover page, completed and signed.
- Addenda acknowledged per Item 2 on Bid Proposal Form, or
- Signed and submitted with modified pricing if requested.
- List of references where projects performed of comparable size and scope within the past three years.
- Schedule of values, including all three options.
- List of all sub-contractors identifying each trade, hourly rates, and Tax ID number.
- Prices submitted contain Prevailing Wage Rates – **if total project amount exceeds \$100,000.00**
- Bid Bond or equal approved security – **if total project amount exceeds \$25,000.00**
- Exceptions, itemized and attached to Bid Form

The Bidder hereby certifies that any and all defects, errors, inconsistencies or omissions of which he/she is aware, either directly or by notification from any sub-bidder or material supplier found in the Contract Documents are listed herewith in this Bid Form.

Name and Title of Authorized Representative (Printed)

Signature

Date

**PURCHASING AUTHORITY
TOWN OF FAIRFIELD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS OF BID**

BID PROPOSALS

Bid proposals are to be submitted in a **sealed envelope** and clearly marked on the outside **“BID #2012-14R”** including all outer packaging such as DHL, FedEx, UPS, etc. All prices and notations must be printed in ink or typewritten. No erasures are permitted. Bid proposals are to be in the office of the Purchasing Authority, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut, prior to date and time specified, at which time they will be publicly opened.

RIGHT TO ACCEPT / REJECT

AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE PURCHASING AUTHORITY OF THE TOWN OF FAIRFIELD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, OR ANY PART THEREOF, OR WAIVE DEFECTS IN SAME, OR ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE TOWN OF FAIRFIELD.

QUESTIONS

Questions concerning conditions, bidding guidelines and specifications **should be directed in writing to:**

Phillip Ryan, Buyer: PRyan@town.fairfield.ct.us - Fax (203) 256-3080

Inquiries must reference date of bid opening, requisition or contract number, and must be received no later than as indicated in the bid documents prior to date of bid opening. Failure to comply with these conditions will result in the bidder waiving the right to dispute the bid specifications and conditions.

PRICES

Prices quoted must be firm, for acceptance by the Town of Fairfield, for a period of ninety (90) days. Prices shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid.

F.O.B. DESTINATION

Prices quoted shall be Net – Delivered to destination. Bids quoting other than F.O.B. Destination may be rejected.

BID BOND

If the project exceeds \$25,000 a bid bond furnished, as bid security, must be duly executed by the bidder as principal. It must be in the amount equal to five percent (5%) of the total estimated bid, as guarantee that, in case the contract is awarded to the bidder, the bidder will, within ten days thereafter, execute such contract and furnish a Performance Bond and Payment Bond.

Small businesses may elect to obtain an irrevocable letter of credit or cashier’s check in lieu of the Bid Bond. Such surety must also be in an amount equal to at least five percent (5%) of the total estimated bid.

NOTE: Failure to provide a Bid Bond or equivalent security is not cause for a waiver defect. Any bid not accompanied by such security will be excluded from consideration.

PERMITS

The contractor will be responsible for securing all necessary permits, state and local, as required by the Town of Fairfield. The Town will waive its application and permit fees for Town of Fairfield projects.

PAYMENT PROCEDURES

No voucher, claim or charge against the Town shall be paid without the approval of the Fiscal Officer for correctness and legality. Appropriate checks shall be drawn by the Fiscal Officer for approved claims or charges and they shall be valid without countersignature unless the Board of Selectmen otherwise prescribed.

PAYMENT PERIOD

The Town of Fairfield shall put forth its best effort to make payment within thirty days (30) after delivery of the item acceptance of the work, or receipt of a properly completed invoice, whichever is later. Payment period shall be net thirty days (30) unless otherwise specified. For projects that do not require a performance or bid bond, The Town of Fairfield reserves the right to retain five percent (5%) of total bid amount, which is payable ninety (90) days after final payment or acceptance of the work.

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THE CONTRACTOR

The Contractor for the work described shall be thoroughly familiar with the requirements of all specifications, and the actual physical conditions of various job sites. The submission of a proposal shall be construed as evidence that the Contractor has examined the actual job conditions, requirements, and specifications. Any claim for labor, equipment, or materials required, or difficulties encountered which could have been foreseen had such an examination been carefully made will not be recognized.

ASSIGNMENT OF CONTRACT

No contract may be assigned or transferred without the consent of the Purchasing Authority.

AWARD OF BIDS

Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the invitation. If more than one item is specified in the invitation, the Town of Fairfield reserves the right to determine the low bidder on an individual basis or on the basis of all items included in the Invitation for Bids, unless otherwise expressed by the Town.

PERFORMANCE AND LABOR AND MATERIAL BOND

If the project exceeds \$50,000.00 the successful bidder, within seven (7) business days after notification of award, will be required to furnish Performance and Labor and Material Bond provided by a company authorized to issue such bonds in the State of Connecticut, or Certified Check or properly executed Irrevocable Letter of Credit equal to a hundred per cent (100%) of the award.

In the event that the Contractor were required to provide evidence of insurance and a performance bond does not do so before beginning work, the Town of Fairfield reserves the right to withhold payment from such supplier until the evidence of insurance and performance bond has been received by the Town.

BOND REQUIREMENT – NON-RESIDENT CONTRACTORS

1. Non-resident contractors are required to deposit with the Department of Revenue Services a sum equivalent to 5% of the total contract value, as assurance that personal property taxes and/or any other State taxes assessed and due the State during the contract will be paid.
2. If this surety is not deposited with the State, the Town is required to deduct and submit to the State 5% of the total contract value.

GUARANTEE

Equipment, materials and/or work executed shall be guaranteed for a minimum period of one (1) year against defective material and workmanship. The cost of all labor, materials, shipping charges and other expenses in conjunction with the replacement of defective equipment, and/or unsatisfactory work, shall be borne by the Contractor.

CATALOGUE REFERENCE

Unless expressly stated otherwise, any and all reference to commercial types, sales, trade names and catalogues are intended to be descriptive only and not restrictive; the intent is to indicate the kind and quality of the articles that will be acceptable. Bids on other equivalent makes, or with reference to other catalogue items will be considered. The bidder is to clearly state exactly what will be furnished. Where possible and feasible, submit an illustration, descriptive material, and/or product sample.

OSHA

The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with Federal and State of Connecticut OSHA standards. The successful bidder will agree to indemnify and hold harmless the Town of Fairfield for any and all damages that may be assessed against the Town.

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LIFE CYCLE COSTING

Where applicable, Life Cycle Costing will be used as a criterion for awarding bids. This is a method of calculating total cost of ownership of an item over the life of the product, which may include operation and maintenance expenses, transportation, salvage value, and/or disposal costs.

INSURANCE

A. Insurance: The Contractor shall not commence any work under this Contract until all insurance required by this and the preceding Article has been obtained and Certificates evidencing its issuance have been submitted to and approved by the Owner.

Such policies shall stipulate that no coverage can be changed or canceled, unless the Owner has had thirty (30) days prior notice in writing. Certificates of renewals or changes in policies shall be delivered to the Owner at least thirty (30) days prior to the expiration of the policy.

The following insurance is required to be maintained in full force until all work required by the contract has been fully completed, except that Products/Completed Operations coverage shall be maintained for 5 years.

B. Workmen's Compensation Insurance: The Contractor shall carry Workmen's Compensation and Employer's Liability Insurance in the form and in such amounts as may be currently required to comply with the Labor Laws of the State of Connecticut.

C. Automobile Insurance: The Contractor shall carry and maintain during the life of the Contract:

Comprehensive Automobile Bodily Injury Liability Insurance with:

- \$ 500,000 each person and
- \$1,000,000 each accident; together with

Property Damage Liability with limits of:

- \$ 500,000 each accident and
- \$1,000,000 aggregate.

Or Contractor may carry a policy with a combined single limit of \$1,000,000.

This policy shall include all liability of the Contractor arising from the operation of all self-owned motor vehicles used in the performance of the Contract; and shall also include a "non-Ownership" provision covering the operation of motor vehicles not owned by the Contractor, but used in the performance of the work.

D. Comprehensive General Liability:

- Bodily Injury: and Property Damage \$1,000,000
- Products/Completed Operations \$1,000,000
- Umbrella policy \$5,000,000

This policy shall include SubContractor's Liability coverage, protecting the Contractor and the Town against liability arising out of the activities of Subcontractors engaged by him in the performance of the work.

The following entities shall be named as additional insured on the General Contractor's and Subcontractors' Comprehensive General Liability, Umbrella:

- Town of Fairfield, its officers, employees and agents.

E. Subcontractor's Insurance: Each Subcontractor engaged by the Contractor to perform any of the work under the Contract shall comply with the foregoing insurance requirements stipulated under paragraphs a) and b) and c) and d) with respect to his own operations; and Certificates of such insurance coverage shall be filed with the Owner before commencing any work, as hereinbefore stipulated.

F: Hold Harmless: Contractor shall defend, indemnify, and hold harmless the Town of Fairfield, its officers, employees, agents or volunteers, from and against any and all claims and demands of any nature for any loss, damage or injury which any person may suffer by reason of, or in any way arising out of, this Agreement, unless caused by the sole negligence of the Town.

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FEDERAL, STATE, AND LOCAL LAWS

All applicable Federal, State and local laws, rules and regulations of all authorities having jurisdiction over the locality of the project shall apply to the contract and are deemed to be included herein. **If the total amount of the project, including any current or future change orders, exceeds \$100,000.00 all work is to be done in accordance with the Davis-Bacon Act as amended; that is conditions of Prevailing Wage shall apply.** All current Davis Bacon wage information may be accessed online at no cost at www.ctdol.state.ct.us (The Town will apply the most current wage decision applicable at the time of contract award.)

CONFLICT OF INTEREST

No officer or employee or member of any elective or appointive board, commission or committee of the Town, whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, aggregating more than one hundred dollars (\$100.00), in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, or committee of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, aggregating more than one hundred dollars (\$100.00) in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee of which he/she is a member.

SCOPE OF WORK/SITE INSPECTIONS

The bidder declares that the scope of the work has been thoroughly reviewed and any questions resolved (see above for name and number of individual to contact for questions). If applicable, the bidder further declares that the site has been inspected as called for in the specifications (q.v.).

EXCEPTION TO SPECIFICATIONS

No protest regarding the validity or appropriateness of the specifications or of the Invitation for Bids will be considered, unless the protest is filed in writing with the Purchasing Authority prior to the closing date for the bids. All bid proposals rendered shall be considered meeting the attached specifications unless exceptions are noted on a separate page dated and signed by the bidder.

UNLESS OTHERWISE NOTED

It will be assumed that all terms and conditions and specifications will be complied with and will be considered as part of the Bid Proposal.

TAX EXEMPT

Federal Tax Exemption 06-75-0063-K

Exempt from State Sales Tax under State General Statutes Chapter 219-Section 12-412 Subsection A.

No exemption certificates are required and none will be issued.

REFERENCES

Provide reference details of most recent similar scope projects performed:

REFERENCE #1:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Fax _____
Date work completed _____ Email _____

REFERENCE #2:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Fax _____
Date work completed _____ Email _____

REFERENCE #3:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Fax _____
Date work completed _____ Email _____

REFERENCE #4:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Fax _____
Date work completed _____ Email _____

REFERENCE #5:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Fax _____
Date work completed _____ Email _____

SUBCONTRACTORS

Provide subcontractor details if any are to be employed as part of this contract, including labor rates:

SUBCONTRACTOR #1:

Name of Company _____ Fed ID # _____

Contact Person _____ Title _____

Company Address _____ Phone _____

Trade _____ Email _____

Rates: Supervisor \$ _____ /hr Foreman \$ _____ /hr Journeyman \$ _____ /hr Apprentice \$ _____ /hr

SUBCONTRACTOR #2:

Name of Company _____ Fed ID # _____

Contact Person _____ Title _____

Company Address _____ Phone _____

Trade _____ Email _____

Rates: Supervisor \$ _____ /hr Foreman \$ _____ /hr Journeyman \$ _____ /hr Apprentice \$ _____ /hr

SUBCONTRACTOR #3:

Name of Company _____ Fed ID # _____

Contact Person _____ Title _____

Company Address _____ Phone _____

Trade _____ Email _____

Rates: Supervisor \$ _____ /hr Foreman \$ _____ /hr Journeyman \$ _____ /hr Apprentice \$ _____ /hr

SUBCONTRACTOR #4:

Name of Company _____ Fed ID # _____

Contact Person _____ Title _____

Company Address _____ Phone _____

Trade _____ Email _____

Rates: Supervisor \$ _____ /hr Foreman \$ _____ /hr Journeyman \$ _____ /hr Apprentice \$ _____ /hr

NOTE: All sub-contractors are subject to approval by the Town of Fairfield and are required to provide Fed ID #.