



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

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

BID #2018-44

Boat & Outboard Motor
Maintenance & Repair Services
Fairfield Fire Department

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

Date Submitted _____, 2018

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:


First Selectman

Doing Business As (Trade Name)

Address


Director of Purchasing

Town, State, Zip

(Mr/Ms) Name and Title, Printed

02/12/2018
Date

Signature

Phone

Fax

E-mail

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, Tuesday, 6th March, 2018

To provide labor, materials, equipment, and all else necessary, to perform boat and outboard motor maintenance and repair services for the Town of Fairfield, as detailed in the attached 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 #2018-44" 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 perform boat and outboard motor maintenance and repair services, in accordance with the terms, conditions and specifications contained in the bid document. The intent is to contract with one service center ("Contractor") to perform all repairs and services as specified (i.e. mechanical, electrical, structural, fiberglass, aluminum, paint, detail.) with delivery to one facility location by the FFD.

TERM / RENEWAL OF CONTRACT

The Town of Fairfield intends to award a (12) month contract with four (4) one-year optional renewal terms.

- On (60) days advance written notice, the Town may renew the 2018 contract per the same terms and conditions, including a mutually agreed upon cost of living allowance (COLA) increase, reflecting industry standards.
- Each renewal term may be extended at the sole discretion of the Town of Fairfield.
- In the event that the Contractor does not perform the work in accordance with the specifications and/or scope of services, the Town reserves the right to terminate the contract upon written notice.

REQUESTS FOR INFORMATION (RFI) / ADDENDA

Direct requests to: Town of Fairfield, Purchasing Department
Attention: Phillip Ryan, Buyer
725 Old Post Road, Fairfield, CT 06824
E-mail: PRyan@fairfieldct.org

NOTE: Written requests for information will not be accepted after 12:00PM on Thursday, 22nd February. No exceptions.

Response will be in the form of an addendum that will be posted approximately Tuesday, 27th February to the Town of Fairfield Purchasing Department website: <http://www.fairfieldct.org/purchasing>

It is the responsibility of each bidder to retrieve addenda from the website. Any contact about this bid between a Bidder and any other Town official and/or department manager and/or Town of Fairfield employee, other than as set forth above, may be grounds for disqualification of that Bidder. No questions or clarifications shall be answered by phone, in person or in any other manner than specified above. Addenda will not be mailed, e-mailed or faxed out.

REQUIREMENTS

1. All equipment and materials supplied/installed shall be new and of current manufacture, and shall meet or exceed all specifications described herein. Any deviations to specifications must be indicated with the proposal response.
2. To be eligible for award of contract, the Bidder/Contractor must demonstrate that they have successfully completed services as specified in the scope of services, and are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work.
3. The Bidder or supplier must be an authorized dealer and/or distributor for all equipment supplied or installed, and may be required upon request to provide proof of all applicable licensing.
4. Bids for single or multiple OEM manufacturers may be accepted at the sole discretion of the Town. The Bidder must provide service personnel certified to repair or replace equipment for each manufacturer as submitted in proposal. Authorized personnel certification must be provided upon request.
5. The Bidder will be responsible for securing all necessary permits and insurance where applicable, including State and local requirements.
6. Warranty: The Bidder shall remain the single-point-of-contact for all warranty, maintenance and repair services.
7. References: Provide at least three (3) references (preferably municipalities) regarding similar contracts performed.
8. Acceptance: The Town of Fairfield will not accept receipt of equipment (installed or otherwise) unless all specifications stated in the bid document have been accommodated, and/or approved by written consent. The Bidder shall be required to correct any nonconforming issues, at no expense to the Town of Fairfield.
9. Exceptions: Bidders are required to provide full details of any exceptions to the specifications. Details must be submitted separately and attached to the proposal page.
10. Proposal must include travel, labor, equipment, tools, standard warranty, freight, shipping and delivery.
11. All subcontractors must be identified and their labor rates submitted with proposal page.

SCOPE OF SERVICES

1. General Information / Intent

The Contractor shall have maintenance and repair service available Monday through Friday during normal business hours, and shall make every effort to provide prompt emergency service after normal working hours when requested by the Town of Fairfield (Town).

The Contractor's primary workshop facility shall be located within 45 minutes travel time by road from the Marine Unit, South Benson Marina, Fairfield, CT. The Contractor shall provide an emergency call out list of persons and numbers to contact when emergency service is needed after hours.

The Contractor shall employ fully trained and certified personnel to keep boats, motors and related equipment properly maintained and in proper operating condition at all times. Contractor must be factory / manufacturer certified to service the boats listed in the bid document.

The Contractor's primary service facility shall possess an inside, secure workshop properly equipped to complete all repair work as part of the contract, including an onsite crane service for any out-of-water repairs that may be required.

Where replacement parts are needed the Contractor shall use OEM parts, or where OEM parts are not available, parts that are fully equal in quality to the original parts. The Town reserves the right, as deemed necessary, to purchase replacement parts and equipment. Contractor agrees to install and maintain such parts and equipment.

Contractor must have approval by the Town, prior to engaging in any repair work. The Town reserves the right to add or delete vessels to be serviced during the contract period. Any vessel added will be located within the Fairfield area.

Prior to performing the work, the awarded contractor must submit all cost proposals in writing for approval.

Cost proposals shall contain estimated number of hours to perform the work, itemized part numbers and descriptions, prior to approval by the requisitioning department.

The Contractor shall furnish all labor, parts, materials, tools, test equipment and related items to perform the work.

All parts, components and related devices for mechanical systems that are worn or not in proper operational condition shall be repaired and/or replaced with new parts, components and devices.

When equipment or parts are to be replaced in their entirety and a contemporary design for said equipment is available, and is functionally equivalent and compatible, the equipment and/or parts of the newer design shall be used as the replacement.

All miscellaneous parts, components and related items necessary to perform the work, such as, but not limited to, gaskets, filters, belts, lubricants, tools, paints, test instruments, meters, etc., shall be supplied by the Contractor and included in the costs. Town reserves the right, as deemed necessary, to purchase and supply such items.

2. Work Locations

The boats/motors are currently located within the Town of Fairfield at South Benson Marina, Turney Road. All work shall be performed where the boats/motors are physically located unless prior approval is given to remove them to another location for more efficient accomplishment of the work. If work is accomplished at other than these locations, there will be no additional cost to the Town. The Contractor shall be held fully responsible for the care and safety of the boat or motor under his/her care, custody and control. There shall be no cost to the Town for travel time to and from work locations.

The Contractor's primary workshop facility shall be located within 45 minutes travel time by road from the Town of Fairfield, if the boat is inoperable and has to be towed. All premises must be secure.

3. Current Inventory

Fairfield Fire Department:

<u>Item</u>	<u>Year</u>	<u>Size</u>	<u>Boat</u>	<u>Motor</u>	<u>HP</u>
1	2007	17'	Zodiac RIB / Pro 12 man	Yamaha (1)	75
2	2008	28'	Metal Craft Marine / Firebrand	Mercury Verado (2) MerCruiser 4.3 Liter Inboard	250

4. Repairs

The repairs required by the Town under this contract will normally be electrical and/or mechanical in nature. Such work shall be charged at the appropriate hourly rate or at the fixed rate for those items as listed in this document.

The contractor shall respond within two (2) business days for routine repairs. All repair work shall be completed in an expedited manor. An estimate is required for ALL repairs exceeding \$500.00. If the Contractor has unforeseen delays, the Town's coordinator (to be advised upon award of contract) shall be advised immediately. Upon completion the vessel shall be cleaned appropriately.

5. Emergency Repairs

Emergency requests for impaired or inoperable boats that require service in less than the minimum response time of two (2) days must be acknowledged / addressed within at least two (2) hours of the time of notification by the Department (contact persons will be provided upon award of contract).

6. Hourly Labor Rate – Engine and Drive Work

The hours charged for engine and drive work shall be the hours as listed in the current engine manufacturer flat rate manual. A copy of the manufacturer flat rate manual shall be provided to each listed department coordinator upon award of bid.

The Town shall be charged a flat rate based upon multiplying the hourly rate bid by the number of hours and tenths listed for each operation. If the operation requires removing broken or corroded screws, or if the Contractor feels that the particular operation requires work in excess of the hours listed, or if the Contractor requires additional time to secure parts or supplies, he/she may request additional time to complete the operation.

However, if the Town determines that the Contractor's request is excessive, then the Town reserves the right to bid/quote that work to other contractors and to award to the lowest responsive and responsible bidder. This does not include fixed job rate items for which the cost for labor shall be included in the total price quoted for the job.

7. Hourly Labor Rate – Fiberglass & Aluminum Repairs

The Contractor shall provide an hourly labor rate for structural and cosmetic repairs to fiberglass and aluminum boats, including hull work. Work shall include fabrication and welding for aluminum and stainless steel related to the fireboat listed under Current Inventory. All materials necessary for such repairs may be separately charged as provided for in this proposal.

8. Parts, Materials & Equipment

The Contractor shall add a cost-plus percentage to their invoice cost for purchased parts, materials and equipment needed to operate, maintain and repair the specific boats, motors and related equipment. The Contractor shall be responsible for purchasing these items at the lowest possible cost consistent with the Town's need for boats in service.

Town reserves the right to purchase own OEM parts. Contractor agrees to install and maintain such parts and equipment.

Contractor shall be responsible for proper, technical troubleshooting per Manufactures' specifications, utilizing specialized tools / equipment required to perform the work.

9. Fixed Rate Jobs

The Town wishes to have the following list of jobs charged at a fixed / flat labor rate of fixed / flat cost per foot (LOA). Contractor shall furnish all labor and equipment to perform these jobs. Such jobs are considered standard. Any replacement parts required for these services shall be agreed upon by the Town and billed separately in accordance with the specifications of this contract. Refer to Item 8 above.

In the event that the Contractor, after examining the job, feels that it requires work in excess of standard, he/she may request that the job be paid on actual hours spent. The Town may allow the Contractor to charge actual hours if it agrees that the particular job will, because of its complexity, exceed normal hours.

9.1 100 / 300 Hour Motor Service & Generator:

Perform service on motors that have reached 100 and 300 hour intervals of operation in accordance with manufacturers' recommendations for this service. Provide a price for 2-stroke and separate price for 4-stroke engines. The bidder shall list, as part of their submittal requirements, the specific service and parts included in the 100 hour as well as the 300 hour service as recommended by manufacturer.

Services include minimum of:

1. Fuel and oil system components; inspect and repair leaks.
2. Air silencer; clean and inspect.
3. Thermostat; inspect and verify operation.
4. Power trim / trim fluid; inspect fluid level.
5. Engine to transform mounting hardware; re-torque (40 foot pounds).
6. Electrical and ignition wires and connections; inspect.
7. Gear case; lubricant, replace.
8. Power head synchronization and linkage; inspect.
9. Access EMM information; resolve any service codes.
10. Fuel, oil filters and fuel water separator filters; replace.
11. Propeller shaft lines; inspect and lubricate.
12. Starter pinion shaft; inspect and lubricate.
13. Exhaust back pressure nipple; decarbonize.
14. Replace spark plugs.
15. Driveshaft splines; inspect and lubricate.
16. Water pump; inspect and replace.

9.1.1 Fire Boat:

1. Perform service and repairs to fire pump(s), including discharge valves and gates; the ability to work on specific components of the fire pump, such as, Hale and Darley, is preferred.
2. Perform service and repairs to the inboard MercCrusier engine that drives the fire pump.

9.2 Bottom Paint Service:

Perform bottom paint service on above listed vessels, including pressure clean, prep and re-paint. Include complete method and scope of service for work to be performed, including itemized list of materials and product to be utilized. Contractor must provide quote to requisitioning department for approval, prior to commencing the work.

9.3 Detail Service:

Perform complete boat "detail": wash, polish and wax (including hull and center console where applicable) on listed vessels. Include complete method and scope of service for work to be performed, including itemized list of materials and product to be utilized. Contractor must provide quote to requisitioning department for approval, prior to commencing the work.

9.4 Boat Trailer Maintenance:

Perform boat trailer maintenance and repair including wheel bearings, brakes. Include complete method and scope of service for work to be performed, including itemized list of materials and product to be utilized. Contractor must provide quote to requisitioning department for approval, prior to commencing the work.

TIME FRAME

The Contractor will be required to place a reasonable schedule on written estimates to complete repairs. In the event that the schedule will be exceeded based upon parts availability or circumstances beyond the Contractor’s control, it is the Contractor’s responsibility to inform the Town of the delay.

In the event that there are delays in making repairs because more lucrative work is received, the Town reserves the right to have the repairs made by another contractor and assess the original contractor the difference in cost incurred by utilizing another contractor.

QUALIFICATIONS

The Contractor must be a certified marine repair center. Submit a copy of all licenses, certificates, registrations, permits, etc., that your company / staff possesses including any, but not limited to, occupational, state and local, registrations. The Company must be licensed and/or registered in the State of Connecticut in all required disciplines.

The Contractor shall demonstrate a minimum five (5) years’ experience in the marine repair service industry and employ at least two (2) full-time certified service personnel, and shall maintain a local office with adequate inventory of replacement parts and components, for all boats /motors listed in this document.

Personnel shall be certified to work on, but not limited to, the following equipment:

- Mercury
- Kohler Marine Generators
- Webasto Marine A/C & Heating
- Flir Marine Equipment / Systems
- Furuno Marine Equipment / Systems

INVOICING / COSTS

1. Costs submitted on all equipment, parts, components, devices and related items must remain fixed and held firm for a 12-month period, including labor rates for business and after-hours services.
2. Invoices will not be paid by the Town without prior written acceptance / approval.
3. Replaced equipment and/or supplied parts and components must be of new and current manufacture, unless agreed upon previously in writing by Town.

SUBCONTRACTORS

1. Services that are to be provided shall be performed by certified and trained service personnel that are directly employed by the Contractor.
2. Subcontracting will not be permitted without the prior knowledge and written approval of the Town.
3. Approved subcontractors must provide details regarding company contracts, personnel references and proof of all applicable licensing/certification requirements.
4. The Contractor assumes full responsibility of the Contract, including labor, equipment and parts warranties.

Provide subcontractor details to be employed as part of this contract, including labor rates.

Name of Company _____ Fed ID # _____

Contact Person _____ Phone _____

Company Address _____ Fax _____

Trade _____ Email _____

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

Attach a separate list to proposal page if needed. All subcontractors are subject to approval by the Town of Fairfield.

BASIS OF AWARD

The following factors will be considered in awarding the contract:

- Compliance (i.e. valid licenses, certification, permits, OSHA) of personnel and workshop facility as required by federal, state and local law.
- Experience and number of skilled employees available to service the contract.
- Travel time response / security of premises.
- Cost.

NOTE: The Town reserves the right to inspect and approve all proposed workshop facilities prior to award of contract.

PROPOSAL

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 #2018-44*
- 2. *Addenda numbered _____ through _____ posted at <http://fairfieldct.org/purchasing> and have included their provisions in my proposal. I shall supply all labor, materials, equipment, technical service, taxes, permits, insurance, etc., as necessary to perform boat and outboard motor maintenance and repair services:*

- 1. Fixed mark-up over cost for USED parts: _____ % → Used or remanufactured parts must be Owner approved.
- 2. Fixed discount off list price for NEW parts: _____ %
- 3. Labor Rate – Engine & Drive Work: \$_____ /hour
- 4. Labor Rate – Fiberglass Repairs: \$_____ /hour
- 5. Labor Rate – Aluminum Repairs: \$_____ /hour
- 6. 100 Hour Motor Service – Two Stroke Engines:
Perform service on motors that have reached 100 hour intervals of operation in accordance with the specifications and manufacturers recommendations for this service. Replacement parts priced separately per items 1 and 2 above.

Fixed Rate Amount	Manufacturer (i.e. Mercury)
\$_____ /lump sum @ _____ estimated hours	_____
\$_____ /lump sum @ _____ estimated hours	_____

- 7. 300 Hour Motor Service – Four Stroke Engines:
Perform service on motors that have reached 300 hour intervals of operation in accordance with the specifications and manufacturers recommendations for this service. Replacement parts priced separately per items 1 and 2 above.

Fixed Rate Amount	Manufacturer (i.e. Mercury)
\$_____ /lump sum @ _____ estimated hours	_____
\$_____ /lump sum @ _____ estimated hours	_____

- 8. Identify all outboard motor manufacturers covered under contract:

- 9. Bottom Paint Service: \$_____ /foot
- 10. Detail Service: \$_____ /foot
- 11. Boat Trailer Maintenance: \$_____ /hour

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 material supplier found in the Contract Documents are listed herewith in this Bid Form.

Name _____ Title _____ Signature _____ Date _____

PROPOSAL
2 of 2

Provide information regarding number of years in business, size of firm, and facility location.

Number of years in business: _____

Number of employees: _____ (full time) _____ (part time)

Facility Location: _____ (Town) _____ (State)

CHECKLIST

The following must be submitted with proposal:

- Cover page, completed and signed.
- Addenda acknowledged per Item 2 on bid proposal page, or
- Signed and submitted with modified pricing if requested.
- List of references where projects performed of comparable scope within the past three years.
- List of all subcontractors identifying each trade, hourly rates, location, and Tax ID number.
- Identify any exceptions that may apply. These must be itemized and attached to the proposal form.

The Town of Fairfield reserves the right to award the bid with multiple items:

- to more than one bidder, based on meeting the item(s) specification, cost, availability, or any combination of these criteria;
- to a single bidder who meets the specifications for all items, and offers the best combination of lowest cost, best availability, and broadest product range;
- and may add, subtract or delete any item and/or quantity as deemed in the best interest of the Town.

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 material supplier found in the Contract Documents are listed herewith in this Bid Form.

Name _____ Title _____ Signature _____ Date _____

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 _____

**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 #2018-44” 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@fairfieldct.org

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.

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.

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.

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.

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

The Contractor shall not commence any work under the Contract until all insurance required by this section has been obtained and Certificates of Insurance and any other evidence of required coverage requested by the Town, including a copy of the policy itself, have been received and approved by the Town.

Such policies shall stipulate that no coverage can be changed or canceled, including for non-payment of premium, unless the Town 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.

All insurance issuers chosen by the Contractor must be licensed to do business in the State of Connecticut and rated A- or better by A.M. Best Rating Services.

The Town always reserves the right to reject insurance companies, if approved insurance policies cannot be provided the contract shall be terminated.

The insurance requirements set forth below are minimum limits of coverage only and in no way limit the Contractor's liability.

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 five (5) years.

Worker's Compensation Insurance: The Contractor shall carry Worker'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.

Automobile Insurance: The Contractor shall carry and maintain during the life of the Contract a policy with a combined single limit of \$2,000,000 and rider CA9948 or equivalent.

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.

Commercial General Liability:

- Bodily Injury and Property Damage: \$2,000,000
- Products/Completed Operations: \$2,000,000

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.

Umbrella Policy: An umbrella policy in the amount of \$5,000,000, covering general liability, auto liability, and employer liability is required.

Pollution Liability Insurance: Where applicable, a policy in the amount of \$5,000,000 including coverage for transport and other offsite risks. Such policy must be given to the Town for review and determination of acceptability before an award will be made.

Waiver of Subrogation: Waiver of subrogation is required on all policies.

Additional Insureds: The following entities shall be named as additional insureds on the General Contractor's and Subcontractors' Commercial General Liability, Pollution Liability, and Umbrella. The Town of Fairfield, Fairfield Board of Education, its officers, officials, employees, agents, Boards, and Commissions shall be named as Additional Insureds.

The coverage shall be primary and non-contributory and contain no special limitations on the scope of protection afforded to the Town of Fairfield. A waiver of subrogation applies under general liability, auto liability and workers compensation.

Garage Keepers / Shop Keepers Liability:

- Limits: \$1,000,000

Subcontractor's Insurance: Each Subcontractor engaged by the Contractor to perform any work under the Contract shall obtain all insurance required of the Contractor in the same amounts and subject to the same provisions specified above for the Contractor, including the Additional Insured requirement. Certificates of Insurance shall be submitted to the Contractor and the Town and approved by the Town, before commencing any work.

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.

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

Tax Exemption 06-6001998.

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.