

NOTICE FOR BIDS
**Heavy Duty Combination Dump Body,
Sand Spreader, Central Hydraulics and Snow Plow**
Bid #2020-08

Bid Opening Date: Friday, January 24, 2020

Bid Opening Time: 10:00AM

Bid Opening Location: Woodbridge Town Hall
11 Meetinghouse Lane
Woodbridge, CT 06525

Bid forms and specifications may be obtained on our website at **woodbridgect.org** or from the Town of Woodbridge Finance Department.

Return all sealed bids to the Finance Department no later than Friday, January 24, 2020 **at 10:00AM. Bids submitted after this date and time will not be accepted.** Returned bids are to be clearly marked "Heavy Duty Dump Body, Sand Spreader, Central Hydraulics and Snow Plow bid document" on the outside of the envelope.

The First Selectman or her/his designee(s) may reject any and all bids if in her/his opinion; it is in the best interest of the Town to do so. Minority/women-owned businesses are encouraged to submit a bid.

**TOWN OF WOODBRIDGE HEAVY DUTY
COMBINATION DUMP BODY & SAND SPREADER,
CENTRAL HYDRAULICS AND SNOW PLOW
BID SPECIFICATION REQUIREMENTS**

GENERAL SPECIFICATIONS

The intent of the following information is to describe the minimum requirements for all season dump body, hoist and snow plow package with controls and central hydraulics to be installed on **two** town furnished Peterbilt cab & chassis'. Control system will be **air over hydraulic** function. A 60 to 120 day span is possible between vehicles availability for build and installation. The finished product must be delivered fully functional and covered by a minimum three year workmanship warranty.

Bidders must indicate compliance with specifications indicating, exceed, or non-compliant. Information is not meant to be restrictive; however, deviations should be indicated.

The Town of Woodbridge does reserve the right to accept or reject any bid that is not in the best interest of the town.

PLOW HITCH

PLOW HITCH:

Custom low mount tilt over design. (Note: truck hood must be able to open all the way and not touch the lift arm). Vertical risers of the hitch shall extend a maximum of 12-inches from the front of the chassis grille to keep a compact design.

CONSTRUCTION

½" minimum plate and angle construction.

CHEEK PLATES:

½" cheek plates to extend back as far as possible w/tail pieces.

PUSH POINTS:

30 ½" push points at 12 inches – 16 Inches high from ground.

PLOW LIFT CYLINDER

4" x 10" double acting.

PLOW LIGHTS:

Shall be Truck Light #80800 lights hood mounted on custom fitted stainless steel brackets.

PLOW PIPING

Plow hitch to be pre-piped to front hitch in stainless steel.

DUMP BODY

GENERAL:

Combination conventional dump with ability to side tip dump to feed salt/sand spreader. Unit shall have an integral removable conveyor with the discharge on the left front of body.

LENGTH:

10 – Feet

TRUCK HEIGHT/BODY HEIGHT:

Not to exceed 10-feet, 6-inches

SIDE HEIGHT:

30 –inches, plus or minus 2 inches.

TAILGATE HEIGHT:

39 –inches plus or minus 2 inches.

CAPACITY:

6.3 Yards water level up to 7.6 yards, plus or minus ½ yard with side boards.

OUTSIDE WIDTH:

96 –inches

INSIDE WIDTH:

86 – inches.

FRONT HEAD:

Flat one piece front with bolt on conveyor drive unit, fabricated from 3/16” thick 304 Stainless steel with two external vertical braces and one horizontal box brace.

CAB SHIELD:

24” Full width 304 stainless steel including integral light boxes for strobes installed at correct height.

SIDES:

One piece 7ga. 304 Stainless steel with formed top & bottom sections, front and rear corner posts, two intermediate vertical box braces, 9” x 1 3/4” side board pockets, dirt shedding rub rail.

FLOOR:

Tilt floor and internal right side shall be 3/16” HARDOX 450 205,000 PSI formed to proper shape and adequately reinforced.

RIGHT SIDE BOARD POCKETS:

To rise with internal side wall.

INTERNAL FRONT BULKHEAD:

To have and adjustable front polymer wiper or equivalent capable of resisting the heat of asphalt.

SIDE TILT FLOOR:

To have two double acting hydraulic cylinders 4” x 16” and a hydraulic equalizing circuit to prevent uneven tilting of the floor. Cylinders will have delrin bushings on rod and barrel ends, cylinders will be secured in place with stainless steel pins that are easily removed.

SIDE TILT DUMP ANGLE:

40° min.

TILTING FLOOR PIVOT:

Will pivot on 5 ea. 304 Stainless steel sealed spherical bearings. The bearings will have a minimum 49,000 PSI rotating load capacity, Teflon lined that does not need lubrication.

SUBFRAME:

To consist of a full perimeter frame, two 8” channel long members, four tubular cross members and a 10” rear skirt.

SAFETY PROPS:

Both the side floor & the main body to have built in safety props for use when the body or floor is in the elevated position.

LONGSILLS:

To be gusseted and internally braced.

TAILGATE:

To have a 7 gauge 304 Stainless skin and full perimeter box bracing plus two vertical box braces and one horizontal to form a six panel tailgate, horizontal braces to be dirt shedding. Latch operation shall be air operated. Lifting "D" ring shall be located at a center point outside the gate so as not to interfere with load dumping.

TAILGATE LATCHING:

Shall be 304 stainless positive cammed over design to allow infinite adjusting of latches. Adjusting linkage shall be stainless steel fine thread design. There shall be 1" stainless steel cross shaft pivots equipped with grease fittings drilled and tapped to 1/8" NPT for threaded fittings (pressed in fittings are not accepted). Latching and unlatching of the tailgate shall be performed utilizing an aluminum housing and base 3" bore x 8" stroke double acting air cylinder. The latching finger shall pivot upwards on a stainless steel pivot. The pivot and latching finger is secured by two 1/2" plates welded to the rear bumper.

SPREADER CHAINS:

3/8" Proof coil spreader chains with four banjo eyes w/poly chain covers.

MAIN HOIST:

Front mounted floating trunnion – telescopic with 90 inches of stroke to produce a 50° dump angle with 25 ton capacity. Inverted cylinder designs are not accepted for cylinder install. – with greasable pins drilled and tapped in the upper mounting block and in cradle assembly.

REAR HINGE:

Heavy duty pedestal type equipped with 2" stainless steel pins, delrin bushings pressed into the pivot part of the hinge assembly.

MAIN BODY DUMP ANGLE:

Minimum 50°.

SIDE POSTS

Shall be formed of 3/16" 304 Stainless steel. Rear posts will have three series sixty cutouts for strobe, stop, turn, tail & reverse lights.

CONVEYOR:

To run fore and aft down left side of body hinged design attached to the front of the body with two – 1 inch stainless steel fasteners. Removal of the fasteners will allow the body to be raised leaving the conveyor in a lowered position. Five 5/8" stainless steel fasteners shall attach the rear hinge part of the conveyor thus allowing it to be lowered for maintenance or removal. It shall run the full length of the body and be manufactured from 3/16" 304 stainless steel. Adjustment of the conveyor chain shall incorporate two stainless steel button head grease type cylinders.

CONVEYOR DRIVE:

25:1 Worm drive gearbox driven by a high torque Char-Lynn hydraulic motor.

DRIVESHAFT:

1 3/4" with eight tooth sprockets.

CONVEYOR CHAIN:

Shall be a 49,000 psi 88k pintle type chain with 3/8" flights welded in place on every second link.

REAR IDLER:

1 1/4" shaft with smooth idlers and sealed ball bearings.

LOWER CONVEYOR CHAIN TRAY:

To be bolted in 1/4" AR plate.

CONVEYOR CHAIN COVER:

Two piece 3/16" Hardox steel 450 205,000 PSI equipped with stainless steel hinges and pins.

FEEDGATE:

Jack type

FEEDGATE COVER:

Hinged and be removable.

CHUTE ASSEMBLY:

To be frame mounted on a stainless steel (round or square) tube bracket formed from "HMW" polymer and adjustable.

SPINNER ASSEMBLY:

Hydraulic driven, six flight 18 " poly spinner disc, top mounted motor, assembly vertical and lateral adjustments to control spread pattern, quick disconnects for easy removal.

REAR APRON:

8" Bolt-on fabricated from 7ga stainless steel.

BODY PIPING:

Body to be pre-piped to rear hinge in stainless steel.

MUD FLAPS:

Front and rear of drive axle with anti-sails on the front. Rear flap is to be mounted forward of chassis end to allow loader bucket clearance to body.

CENTER FLAP:

Rubber, to protect rear axle.

LADDER:

DOT type forgiving ladder left front corner of body, three grip strut stainless steel steps on the body.

BODY RAISE LIGHT:

Mounted on chassis dashboard in full view of driver.

BACK-UP ALARM:

Electronic with minimum 87 decibels.

SPINNER FLOOD LIGHT:

To be mounted behind cab on left side as per Town's direction with pilot switch on dash.

LOAD LIGHT:

To be mounted on the front side of the cab shield with an access hole to the load area with pilot switch on dash.

WHEEL CHOCKS:

Two rubber chocks hanging by frame mounted hooks on the driver's side of the chassis.

SHOVEL HOLDER:

To be mounted on the left front corner of the body for a short handle shovel with a pin & clip to hold in place.

REFLECTIVE TAPE:

Installed down the lower rub rails of the dump body and the vertical posts of the tailgate.

SAFETY LIGHTING:

Whelan new style Century DOT NES-1 400 Series LED emergency lighting system shall consist of stainless steel "D" 3 light boxes recessed into the rear body corner post, with one Whelen amber LED emergency flasher, one red LED stop, tail, and turn, and one Halogen back up light each side. Whelan double stainless steel light boxes recessed in both front corners of the cab shield. Boxes shall house 1 each Amber LED emergency flashers. One Whelen TR3 side strobe integrally installed in side of rear corner post Whelen box. In cab electronics there shall be one weather tight sealed electrical box integrally mounted to the control tower with Whelen circuit board, resettable circuit breaker, constant duty solenoid, a single insulated ground stud and an insulated power terminal switch. A minimum of #10 gauge wire run directly to battery for power and ground. All components shall be powered by chassis ignition power.

COAL DOOR:

Install one door in the left side and one in the right side of the tailgate.

LOAD COVER:

Hydraulic power load cover Model DT-1200 with asphalt tarp powered by the chassis central hydraulic system. Cover control shall be included with dump and plow controls.

CENTRAL GREASE:

All body grease fittings will be plumbed to a central location.

SIDE BOARDS:

Two each 2" x 8" black plastic sideboards as manufactured by Bang Boards will be installed and bolted into place with stainless steel carriage bolts.

PAINT:

The body will be natural stainless finish, plow hitch chassis and related items below the body line will be black. Primed with POR 15 tie coat primer and then painted.

ELECTRICAL:

Any and all electrical connections will be soldered. Any harness that is to be spliced for lengthening purposes will be joined in sealed junction box. Any wires that require splicing such as plow lights will be soldered, sealed in heat shrink tubing & insulated with split loom. Any wiring used for the installation of auxiliary lighting will be clamped in stainless steel rubber lined clamps & fastened with stainless steel hardware. All pin type plug in connectors & sealed junction box terminals will have dielectric grease applied.

CENTRAL HYDRAULIC SYSTEM

HYDRAULIC RESERVOIR & VALVE SPOOL:

A frame mounted hydraulic oil tank shall have a 100-micron stainless steel screened filler, sight glass, temperature gauge, magnetic drain plug and ball type shut-off valve. Tank shall be a 30-gallon minimum capacity. Valve spool shall be in a weather tight stainless steel enclosure. Cover shall be flange design secured with rubber straps to allow access without tools. All hydraulic return lines shall terminate in a common manifold before returning through a 10 micron spin-on line filter.

HYDRAULIC PUMP:

A Sauer Dan Foss cast iron variable displacement piston type hydraulic oil pump with load sensing compensator. To ensure compatibility the pump and valve shall be constructed by the same manufacture. The pump will feature an internal bleed down compensator and SAE flange type porting. Pump size to be a minimum of 60cc. System to include a dash mounted on-off switch for PTO operation.

PUMP DRIVE:

Constant run PTO powered by the New World Transmission. One-inch 15 splines shaft – greasable shaft.

LOW OIL:

There shall be a low oil block valve installed including a warning light and buzzer.

MAIN CONTROL VALVE:

Rexroth M4-12 main control valve or equivalent compatible to approved system.

CONTROLLER:

A. Freedom 2.1 by Certified Power ground speed control system or equivalent installed. Alternative to be approved.

B. Road Watch temperature control system installed.

C. Location of controls shall be determined by authorized town representative.

D. The system to be able to operate in open loop mode automatically with a minimum 90% accuracy when there is any failure of sensors or other electronic components supplying system inputs.

E. The controller to be capable of using 4 types of granular and/or liquid pre-wet materials with a minimum of 5 application/calibration rates in gallons of liquid and pounds per lane mile.

F. There is to be a method to shut down the liquid distribution pump via a pressure switch in the event the liquid level drops to a low level.

IN CAB CONSOLE & CONTROLS

All body, plow, load cover operations shall be installed in a console (pedestal style) such as Apsco feathering controllers for all functions. Pedestal shall be moveable for driver convenience and location be approved by the Town of Woodbridge.

HYDRAULIC HOSES:

All pressure hydraulic hoses to meet SAE100R5 specs. All suction and return to meet SAE100R4 specs. All pressure hoses to have swivel fittings on both ends, all hoses to be routed away from exhaust system and drive line. All potential wear spots to be wrapped with protective coil Teflon wrap. Dust cover on all quick disconnects complete system fully installed and operational.

PLOW:

The Town of Woodbridge prefers to purchase a reversible full trip plow with hydraulic angle. Plow style shall be a 10 gauge heavy duty "C" curl moldboard, overall length 132" with moldboard height between 41" – 45". Moldboard shall be of integral shield design. Plow shall be capable of remaining parallel to the road at all times, including raising, lowering or angling. Cutting edge shall be 5/8" x 8" with standard AASHO punch. Cushion valve required on angle cylinder hoses. The Town of Woodbridge reserves the right to purchase the plow independently from this bid specification.

Preferred plow is - Make: "EVEREST" Model: RHS132TM45S
Deviation from this make or model is subject to approval.

Alternative plow of consideration would be: "EVEREST" Butterfly plow. Model RHS132TML3654S or equivalent. Pricing is requested as an alternative to the "C" style plow. The town will determine which style plow to incorporate into build.

OTHER

If vendor deviates from this bid specification requirements, vendor must note the difference and provide a detailed description of what is being submitted. Any deviation from this bid specification should be of equal or greater quality.

MANUALS

All vehicle operating, service, and parts manuals and/or CD Roms are to be included as part of the awarded bid package.

WARRANTY

In-cab spreader control unit to include a 5 year warranty to include all wiring and connections.

~End of General Specification Requirements~

INSTRUCTIONS TO BIDDERS

The following instructions and specifications shall be observed by all bidders:

1. PROPOSAL COMPLIANCE

Bids shall be submitted on the enclosed forms. Incomplete forms may be cause for disqualification of the bid. Bids must be signed by the authorized representative/officer/agent of the bidder.

The Town of Woodbridge shall be the sole judge as to whether any bid complies with these specifications, and such a decision shall be final and conclusive. Bidders shall state any exceptions taken to the bid specifications.

2. BID RETURN ENVELOPE

All bids shall be submitted in sealed, opaque envelopes clearly labeled with the name of the bidder, his address, and the words "BID DOCUMENTS". Please clearly mark your envelope with the bid title and opening date to prevent opening of a sealed bid prior to the opening date. Proposals submitted in unmarked envelopes which are opened by the Town in its normal course of business will not be accepted. If time permits, the proposals will be returned to the bidder informing them that the proposal may be resubmitted in a sealed envelope properly marked as indicated above. The town will not be held responsible for those bids lost in the mail.

3. BID PROPOSAL/PRICE

Each bid must be submitted on the prescribed form and all blank spaces for bid prices must be filled in ink or typewritten in both words or figures. Bid prices shall include all labor, materials and equipment necessary to complete the work in accordance with the contract documents or these specifications and instructions. All prices must be NET, F.O.B. to the Town of Woodbridge, 11 Meetinghouse Lane, Woodbridge, Connecticut unless otherwise indicated. Bidders may quote on any, some or all items.

Negligence on the part of the bidder in preparing a bid confers no right of withdrawal or modification of a bid after such bid has been opened.

The Town of Woodbridge is exempt from the Connecticut sales tax, Federal excise taxes, and the provisions of the Federal Robinson-Patman Act.

4. **WITHDRAWAL OF BIDS**

Bids may be withdrawn personally or in writing by the bidder in time for delivery in the normal course of business prior to the time fixed for opening. Once bids are opened the prices shall remain firm for ninety (90) days after the bid opening.

5. **RIGHT OF REJECTION**

The Request for Proposal/bid does not necessarily contemplate an award based solely on price. The Board of Selectmen or its designee may reject or accept any and all bids in whole or in part or may waive any informality in bids received if, in its/his/her opinion, it is in the best interest of the Town to do so, for whatever reason.

6. **METHOD OF AWARD—FACTORS**

- A. Where more than one item is bid, the Town reserves the right to split the bid award individually or grouped if it in the Town's best interest to purchase various vehicles or pieces of equipment bid based on the separate or grouped prices bid on the specific item(s).
- B. The delivery date may be a major factor considered in awarding a contract and may result in an award to a vendor other than the low bidder.
- C. In the event there is a discrepancy between the price written in words and in figures, the price written in words shall govern.

7. **FAMILIARITY WITH LAWS, SITE CONDITIONS AND DOCUMENTS**

Each bidder is required to be familiar and comply with the terms and conditions of the specifications and all other contract documents and with all federal, state, and local laws, ordinances or regulations which in any manner relate to the furnishing of the equipment, material or services in accordance with the contract.

The submission of a bid shall be construed as an assurance that the bidder has examined all the conditions of the bid documents and specifications, and the failure of the bidder to familiarize himself with conditions related to the specifications shall in no way relieve any bidder from any obligation in respect to this bid.

8. QUALIFICATIONS OF BIDDER

The Town may make such investigation as it deems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish to the Town all such information for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by or discovered by investigation of a bidder fails to satisfy the Town that such bidder is qualified to carry out the obligations of the contract and to the work contemplated therein.

9. ERRORS, INTERPRETATIONS, AND ADDENDA

Should the bidder find any omissions, discrepancies or errors in the specifications or other contract documents or should the bidder be in doubt as to the meaning of the specifications or other contract documents, the bidder should immediately notify the Town Finance Director, who may correct, amend or clarify such documents by a written interpretation or addendum. No oral interpretation shall be made to any bidder and no oral statement of the Town or any agent or representative of the Town shall be effective to modify any of the provisions of the contract documents. The Town of Woodbridge shall have the right to request clarifications of bids submitted and hold public hearings for the consideration of the merits of any or all bidders.

10. SUBSTITUTION FOR NAMED BRANDS OR SUBCONTRACTING

Should brand name items appear in these specifications, before bidding on any item considered equal to or better than a named item, the bidder shall get written approval from the Finance Director for the substitution. The bidder shall not subcontract the work under this project without the written approval of the Finance Director.

11. GUARANTEE

All vehicles, equipment and materials including all parts and assemblies, if applicable, shall be guaranteed against defects in material and workmanship and shall be in accordance with specifications and adequate for its intended use. Where it is required for the vendor to repair, replace or to modify, alter, add or remove hardware, parts, components or related accessories for the purpose of insuring proper appearance, performance or operation, the same shall be done as required by the vendor until such time as acceptable performance, operation or appearance has been established. Problems that may occur shall be corrected consistent with the guarantee. The vendor shall attend to and remedy such items in a reasonable and timely manner. Appropriate logs, schedules, and reports shall be maintained by the vendor to document these items and the action taken. Warranty information, catalogues of parts, and/or instructions of use shall be provided with the bid form when appropriate; otherwise, the same shall be provided upon delivery. All warranties shall be assignable to any customer of the Town of Woodbridge or agent thereof intended to benefit from such services. These warranties shall be in addition to any remedies provided by applicable law. Bidder warrants that all goods and

services furnished hereunder shall be designed, constructed and performed so as to comply with the Williams-Steiger Occupational Safety and Health Act of 1970, as amended from time to time, and the rules, regulations and standards issued thereunder by any applicable governmental authority which as of the date of performance will apply to the goods and services furnished hereunder.

12. HAZARDOUS WASTE

In the event that vehicles, equipment or materials are the subject of this bid and they involve the handling of hazardous waste and associated insurance coverages are not identified elsewhere in the bid documents, the bidder's insurance policy must provide Environmental Impairment Liability. The bidder warrants that it understands the currently known and suspected hazards to persons, property and the environment by the transport, treatment, and disposal of hazardous waste. The bidder warrants that it will perform all services hereunder in a safe, efficient and lawful manner using industry-accepted practices and in full compliance with all applicable Connecticut and federal laws and regulations.

13. INDEMNIFICATION

The bidder shall at all times indemnify and hold harmless the Town of Woodbridge and its officers, agents and employees on account of and from any and all claims, damages, losses, judgments, workers' compensation payments, litigation expenses and legal counsel fees arising out of injuries to persons (including death) or damage to property alleged to have been sustained by (a) officers, agents and employees of the Town of Woodbridge or (b) the bidder, his subcontractors or material men or (c) any other person, which injuries are alleged to have occurred on or near the work or to have been caused in whole or in part by the acts, omissions or neglect of the bidder or his subcontractor or material men or by reasons of his or their use of faulty, defective or unsuitable materials, tools, or equipment of defective design in constructing or performing under this bid. The existence of insurance shall in no way limit the scope of this indemnification. The bidder shall reimburse the Town of Woodbridge for damage to property of the Town of Woodbridge caused by the bidder, or his employees, agents, subcontractors or material men or by faulty, defective or unsuitable material or equipment used by him or them. Bidder agrees that he will indemnify and hold the Town harmless for all claims growing out of the lawful demands of subcontractors, laborers, suppliers and assignees. Bidder further agrees to assume and pay for the defense of all such claims, demands, suits, proceedings and litigation. The provisions of this paragraph shall survive the expiration or early termination of this agreement.

14. QUANTITIES

The quantities as listed are estimates. The Town is in no way obligated to purchase any set amount at any time, but will purchase as needs dictate. The estimates listed can be considered average purchases per year. The Town reserves the right to increase or decrease the quantity of each bid item at the same bid price stated on the bid form.

15. EVIDENCE OF ORDER

If notified of the acceptance of this proposal and the proposal involves ordering vehicles, equipment or materials, the bidder agrees to submit evidence of having ordered the vehicle, equipment and/or material within five (5) days of the "NOTICE TO PROCEED".

16. RIGHT TO TERMINATE CONTRACT

In the event that any of the provisions of this contract are violated by the bidder or any of his subcontractors, the Town may serve written notice upon the contractor of its intention to terminate the contract. Such notices shall contain the reasons for such intention to terminate the contract and the contract shall cease and terminate within five (5) days, unless within five (5) days after the delivery of such notice upon the bidder, such violation or delay shall cease and mutually acceptable arrangements for correction are made. In the event of any such termination, the Town shall deliver notice of such termination to bidder.

The Town of Woodbridge reserves the right to cancel outstanding orders awarded against this bid after reasonable time for delivery has passed. In addition, in the event of any such cancellation, the Town of Woodbridge shall have the right to contract with the next most qualified bidder hereunder, as determined by the Town of Woodbridge, if it deems it in the best interest of the Town of Woodbridge. Notwithstanding the foregoing, the Town shall not be held to a basis of the lowest prices for which the completion of the work or the supplying of equipment or any part thereof might have been accomplished, but it shall charge the defaulting bidder and the defaulting bidder shall be liable for all sums actually paid or expenses actually incurred in effecting prompt performance hereunder. In the event the Town of Woodbridge incurs any loss, cost or expense on account of such termination or cancellation (including, without limitation, additional cost of the next most qualified bid or performing under the contract and attorneys' fees), the bidder as to whom or which the contract shall have been terminated or cancelled shall be liable to the Town of Woodbridge for such loss, cost, or expense.

17. DELIVERY

Delivery of items or commencement of project shall be within thirty (30) days of purchase order issuance or specified date scheduled in this document. The Town may establish blanket purchase orders under these specifications and require delivery on a monthly basis.

18. RISK OF LOSS

Bidders agree to bear the risk of loss, injury, or destruction of goods and material ordered herein which occurs prior to acceptance. Such loss, injury or destruction shall not release the bidder from any obligation under this bid. Delivery shall be F.O.B.

19. PAYMENT

Invoices shall be furnished to the Woodbridge Finance Director for verification and approval of the amount due the successful bidder. Final payment shall not be made until final acceptance by the Town of Woodbridge of all vehicles, equipment, materials or services. Payment shall be made within 30 days after approval and acceptance. Terms and conditions other than those stated above must be stated on bid. If a successful bidder is in default hereunder and/or the Town of Woodbridge is of the opinion that a meritorious claim exists or will exist against such bidder of the Town arising out of the negligence of such bidder, then the Town may withhold payment of any amount otherwise due and payable hereunder. Any amount so withheld may be retained by the Town for such period as it may deem advisable to protect the Town against any loss and may, after written notice to such bidder, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the Town and no person shall have any right against the Town or claim against the Town by reason of the Town's failure or refusal to withhold monies. This provision is not intended to limit or in any way prejudice any other right of the Town and no interest shall be payable by the Town on any amounts withheld under this provision.

20. EQUAL OPPORTUNITY—AFFIRMATIVE ACTION

Each bidder with ten (10) or more employees shall complete the Certificate of Bidder which is included as part of these specifications. Bidders with less than ten (10) employees should indicate this on the Certification and return it with their bid.

A signature on the form certifies that the bidder does not discriminate on the basis of race, color, sex, national origin, age or disability.

21. APPLICABLE LAW

This agreement shall be construed in accordance with the laws of the state of Connecticut and any action at law in connection herewith shall be brought in Connecticut state courts.

22. REQUIRED PROVISIONS

Each and every provision and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and the agreement shall be read and enforced as though such provisions and clauses were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then, upon the written consent of the parties, this agreement shall forthwith be physically amended to make such insertion.

23. GENERAL

A successful bidder may be required to furnish a performance bond accepted to Town Counsel.

Any unit furnished as a result of this bid is to be a new and unused model currently in production. Accessories necessary for its proper functioning on delivery are assumed to be included in the quote even though not necessarily mentioned in the specifications. All assemblies, sub-assemblies and component parts for all units specified are to be standard and interchangeable except where noted.

The award of any contract hereunder is subject to the following conditions and contingencies:

- a) The approval of such governmental agencies as may be required by law;
- b) The appropriation of adequate funds by the proper agencies or governmental bodies;
- c) If the bidder is a corporation or other legal business entity, it must have a current license to do business in the state of Connecticut that is on file with the Connecticut Secretary of the State or it must be organized and in good standing under the laws of the State of Connecticut.

24. CONFLICTING PROVISIONS

If any of the provisions hereunder conflict with the provisions of any specifications attached hereto or issued in connection herewith, the contractual provisions of these instructions shall control. Notwithstanding the foregoing, the Town of Woodbridge reserves the right to issue written clarification regarding resolution of any conflicting provisions, in which event such written clarification shall control.

25. **INSURANCE REQUIREMENTS**

The bidder shall carry at its expense and provide evidence of insurance coverage listed below to protect itself and the Town of Woodbridge from and against liability, loss, damage, expense, cost (including without limitation to litigation and court costs and attorneys' fees) out of or in connection with the performance of any work performed in accordance with the specifications or any related documents, whether such work is performed by the bidder or any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage must be written with insurance companies licensed in the State of Connecticut and approved by the Town of Woodbridge. The insurance company writing coverage must have at least an A-rating by Best & Company. All policies shall provide a thirty (30) day advance notice of cancellation to the Town of Woodbridge.

1. **Workers Compensation:**

Coverage A:	Statutory
Coverage B:	
Employers Liability:	
Bodily injury by accident	\$100,000 per person
Bodily injury by disease	\$100,000 per person
Bodily injury by disease	\$500,000 aggregate

All states and voluntary compensation endorsements

2. **Commercial General Liability**

Limits of Liability:	\$1,000,000 each occurrence
	\$2,000,000 general aggregate
	\$2,000,000 products/completed operations aggregate

3. **Auto Liability**

Limits of Liability:	\$1,000,000 each accident
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4. **Excess (Umbrella) Liability:**

The requirement that an Umbrella Policy be provided will depend on a case-by-case evaluation. Your exposure to catastrophic loss arising from the work or service being performed will determine the limit required.

Note: Special policy endorsement or additional coverages may also be required based on the special nature of the work of service being required (Professional Liability, E&O, D&O, Sexual Abuse and Molestation coverage and Bonds).

Coverage:

Town of Woodbridge to be named as additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation.

Certificates of insurance shall be presented to the Finance Director for approval before the successful bidder, its agents and/or employees commence any work whatsoever pursuant to the contract.

**TOWN OF WOODBRIDGE, CONNECTICUT
GENERAL CONDITIONS & BID SPECIFICATONS**

REFERENCE SHEET LISTING

Please provide a minimum of three (3) municipal references including community, contact person and telephone number.

NON COLLUSION AFFIDAVIT

This Affidavit must be completed, notarized and attached to your Bid Proposal. Failure to do so will result in the rejection of your Bid. A separate Affidavit must be submitted by each principal of a Joint Venture.

City/Town

Woodbridge

Description of Project: _____

I, _____, acting in behalf of _____
(Name of Party Signing Affidavit) (person, firm, association, corporation, or organization)

of which I am _____, submitting a bid/request for proposal for the above project, certify and affirm that
(Title of Person)

the _____ has neither directly or indirectly entered into any agreements,
(person, firm, association, corporation, or organization)

participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with such bid.

False statements made herein may be the subject of criminal prosecution.

Name of Corporation or Firm

Signature and Title of Official Making the Affidavit

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

Notary Public/Commission of the Superior Court

My Commission Expires: _____

CERTIFICATE OF CORPORATION

I, _____, certify that I am the _____ of the Corporation named in the foregoing instrument: That I have been duly authorized to affix the seal of the Corporation to such papers as require the seal; that _____, who signed said instrument on behalf of the Corporation, was then _____ of said Corporation; that said instrument was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal)

Signature of Person Certifying

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	(Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number											
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Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

Certification of Bidder

Concerning Equal Employment Opportunities and/or
Affirmative Action Policy

I/we, the bidder, certify that:

- 1) I/we comply with the equal opportunity clause as set forth in the Connecticut state law.
- 2 I/we do not maintain segregated facilities;
- 3. I/we have filed all required employer's information reports;
- 4. I/we list job openings with federal and state employment services;
- 5. I/we are in compliance with the American with Disabilities Act;
- 6. I/we (check one):

_____ Have an affirmative action program, or

_____ Employ ten or fewer people

Bidder-Company Name

Name

Title

Signature

Date

DELINQUENT TAX AFFIDAVIT

This Affidavit must be completed, notarized and attached to your Bid Proposal. Failure to do so may result in the rejection of your Bid.

City/Town

Woodbridge

Description of Project: _____

I, _____, acting on behalf of _____ of which I
(Name of Party Signing Affidavit) (person, firm, association, corporation, or organization)

am _____, submitting a bid/request for proposal for the above project, certify and affirm the following:
(Title of Person)

1. the undersigned, certifies that neither the above-captioned entity, nor individually, owes delinquent taxes or any other financial obligation to the Town;

2. the undersigned has (check one)

_____ (a) filed a list of taxable personal property with the assessor for the most recent grand list as required by state statute, or

_____ (b) is not required to file such list

To the best of my knowledge and belief no affiliated entity of the undersigned, either directly or through a lease agreement, owes taxes to the Town;

To the best of my knowledge and belief the following are the names of all persons who are owners or officers of the undersigned.

(attach additional sheets if necessary)

False statements made herein may be the subject of criminal prosecution.

Name of Corporation or Firm

Signature and Title of Official Making the Affidavit

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

Notary Public/Commission of the Superior Court

My Commission Expires: _____

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I, _____, certify that I am the _____ of the Corporation named in the foregoing instrument: That I have been duly authorized to affix the seal of the Corporation to such papers as require the seal; that _____, who signed said instrument on behalf of the Corporation, was then _____ of said Corporation; that said instrument was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal)

Signature of Person Certifying