



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

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

BID #2020-54

PARKS & RECREATION DEPARTMENT
SUMMER PROGRAM UNIFORMS

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

Date Submitted _____, 2020

Delivery _____ days after receipt or order.

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


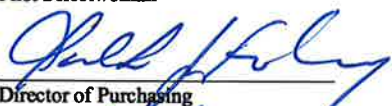
(Mr /Ms) Name and Title, Printed

Signature

Telephone

Fax

E-mail


First Selectwoman

Director of Purchasing
01/21/2020
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, January 30th, 2020

To supply and deliver summer program staff uniforms for the Fairfield Parks & Recreation Department, 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 #2020-54" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. It is the sole responsibility of the bidder to see that the bid is received by the Fairfield Purchasing Department prior to the time and date noted above. Bid proposals are not to be submitted via email or fax.
5. 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 on behalf of its Parks & Recreation Department is seeking competitive bids from qualified suppliers to supply and deliver summer program uniforms consisting of t-shirts, sweat shirts, collared shirts and blankets per the following specifications.

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 2020 contract per the same terms and conditions, including a mutually agreed upon optional cost of living allowance (COLA) reflecting industry standards.
- Each contract extension may be offered 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 with two (2) weeks' written notice.

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

- 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.
- Written requests for information will not be accepted after **11:00am on Thursday the 23rd of January, 2020.**
- 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.

Questions concerning this bid must be submitted in writing and directed only to:

Ms. Lee A. Flaherty, Junior Buyer: LFlaherty@fairfieldct.org

Response will be in the form of an addendum that will be posted approximately **Friday, 24th January, 2020** to the Town of Fairfield website, which is 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.

REQUIREMENTS

1. All products and materials supplied shall be of current manufacture, meeting all specifications described herein, with any deviations indicated and attached to the proposal response.
2. The bidder and/or supplier must be an authorized dealer and/or distributor for all items per the specifications.
3. Exceptions: Bidders are required to provide full details of any exceptions to the specifications with details submitted and attached to the Proposal Bid Form.
4. Prior to award of contract, the bidder shall be required to provide material samples and catalogs for the selection of clothing style to the Parks & Recreation Department. **The apparent low bidder(s) shall be required upon request to provide samples, including technical polyester moisture wick shirts.** Please do not include material samples with bid proposals unless requested.
5. Clothing must be shipped to the Parks and Recreation Department, separated by style and size.
6. **At least ten (10) different bright color options are required for t-shirt items.**
7. The awarded supplier may be required upon request to provide proof of all applicable licensing, etc.
8. The awarded supplier shall remain the single-point-of-contact for all warranty on materials and services.
9. Acceptance: The Town of Fairfield will not accept receipt of any item(s) unless all specifications stated in the bid document have been accommodated, and/or approved by written consent. The awarded supplier shall be required to correct any nonconforming issues, at no expense to the Town of Fairfield.
10. Provide the Town with business and/or trade references for similar scope contracts.
11. The Town of Fairfield reserves the right to award the bid on an item-by-item basis to one (1) or multiple suppliers based on lowest price, broadest product line and/or responsive delivery dates, or any combination of these criteria. The Town also reserves the right to add or delete quantity items as deemed necessary. All quantities as indicated are approximate and are not a guaranteed amount.

REQUIREMENTS *(continued)*

12. Price must include inside-delivery to one (1) location. Upon award of contract, the Parks & Recreation Department will issue the successful bidder with a purchase order.
13. The Town of Fairfield is dedicated to waste reduction and the practice of using and promoting the use of recycled and environmentally preferable products. Bidders are encouraged to submit bids that are printed double-sided (except for the signed proposal page) on recycled paper, and to use paper dividers to organize bids for review. All bid pages should be secured with a binder clip, staple or elastic band, and may not be submitted in plastic binders or covers, nor may the bid contain any plastic inserts or pages.

SPECIFICATIONS

1. Camper T-Shirts – Gildan Brand (or Town approved equivalent) - 100% Heavyweight Cotton or 50/50 Blend / Approximate Quantity: 3,550 Youth Unisex Sizes, 950 Adult Unisex Sizes

- Various bright colored t-shirts with the “Fairfield Parks and Recreation” logo screen printed in white on the front corner and www.fairfieldrecreation.com screen printed in white on the back of the t-shirt.

2. Staff T-Shirts – Gildan Brand (or Town approved equivalent) - 100% Heavyweight Cotton or 50/50 Blend / Approximate Quantity: 415 Adult Unisex Sizes

- Various bright colored t-shirts with “Fairfield Parks and Recreation” logo screen printed in white on front corner and “COUNSELOR IN TRAINING” screen printed in white on the back of the t-shirt.
- Various colored t-shirts with “Fairfield Parks and Recreation” logo screen printed in white on front corner and “STAFF” screen printed in white on the back of the t-shirt.

3. Hooded Sweatshirts – Gildan Brand (or Town approved equivalent) – 100% Cotton or 50/50 Blend / Approximate Quantity: 60 Adult Unisex Sizes

- Various colored hooded sweatshirts with “Town Youth Council” logo screen printed in white on front and back.
- Various colored hooded sweatshirts with “Fairfield Lifeguard” logo screen printed in white on front and back.

3. ¼ Zip Sweatshirts – Gildan Brand (or owner approved equivalent) – 100% Cotton, 50/50 Blend, or Dry Release Technical Polyester Moisture Wick Material / Approximate Quantity: 60 Adult Unisex Sizes

- Various color options (i.e., light grey, dark grey, navy blue) with “Fairfield Parks and Recreation” logo screen printed in white on front corner.

4. Sport Shirts, Collared, Embroidered – Dry Release Technical Polyester Moisture Wick Material / Approximate Quantity: 135 Adult Men’s & Women’s Sizes

- Men’s adult size colored polo, in various color options, with embroidered “Fairfield Parks and Recreation” logo written in white on the front corner, approximate quantity 100 (various sizes).
- Women’s style shirt, in various color options and similar to men’s style as specified above, approximate quantity 35 (various sizes).

5. Fleece Blankets with straps – Approximate Quantity: 22 blankets

- “Town Youth Council” logo ink printed on the blanket
- 13.5-ounce, 100% spun polyester fleece
- Minimum Size: 42” x 68”
- Various color options

The apparent low bidder(s) shall be required upon request to provide samples, including technical polyester moisture wick shirts. Please do not include material samples with bid proposals unless requested.

BID PROPOSAL FORM

The Town of Fairfield reserves the right to award the bid on an item-by-item basis to one (1) or multiple suppliers based on lowest price, broadest product line and/or responsive shipping dates, or any combination of these criteria. The Town also reserves the right to add or delete any quantity item as deemed necessary. All quantity items where indicated are approximate and not a guaranteed amount.

1. Camper T-Shirts - Gildan Brand (or Town approved equivalent) – Various bright colored t-shirts with the “Fairfield Parks and Recreation” logo screen printed in white on the front corner and www.fairfieldrecreation.com screen printed in white on the back of the t-shirt. Approximate Quantity: 3,550 Youth Unisex Sizes, 950 Adult Unisex Sizes

- **100% Heavyweight Cotton:** Youth Small through X-Large: \$ _____ /each
Adult Small through X-Large: \$ _____ /each
- **50/50 Blend:** Youth Small through X-Large: \$ _____ /each
Adult Small through X-Large: \$ _____ /each

2. Staff T-Shirts – Gildan Brand (or Town approved equivalent) - Approximate Quantity: 415 Adult Unisex Sizes

2A. Various bright colored t-shirts with “Fairfield Parks and Recreation” logo screen printed in white on front corner and “COUNSELOR IN TRAINING” screen printed in white on the back of the t-shirt.

- **100% Heavyweight Cotton:** Adult Small through X-Large: \$ _____ /each
2X-Large: \$ _____ /each
- **50/50 Blend:** Adult Small through X-Large: \$ _____ /each
2X-Large: \$ _____ /each

2B. Various colored t-shirts with “Fairfield Parks and Recreation” logo screen printed in white on front corner and “STAFF” screen printed in white on the back of the t-shirt.

- **100% Heavyweight Cotton:** Adult Small through X-Large: \$ _____ /each
2X-Large: \$ _____ /each
- **50/50 Blend:** Adult Small through X-Large: \$ _____ /each
2X-Large: \$ _____ /each

3. Hooded Sweatshirts – Gildan Brand (or Town approved equivalent) – Approximate Quantity: 60 Adult Unisex Sizes

3A. Various colored hooded sweatshirts with “Town Youth Council” logo screen printed in white on front and back.

- **100% Heavyweight Cotton:** Adult Small through X-Large: \$ _____ /each
- **50/50 Blend:** Adult Small through X-Large: \$ _____ /each

3B. Various colored hooded sweatshirts with “Fairfield Lifeguard” logo screen printed in white on front and back.

- **100% Heavyweight Cotton:** Adult Small through X-Large: \$ _____ /each
- **50/50 Blend:** Adult Small through X-Large: \$ _____ /each

BID PROPOSAL FORM

(page 2 of 2)

4. ¼ Zip Sweatshirts – Gildan Brand (or owner approved equivalent) – Various color options (i.e., light grey, dark grey, navy blue) with “Fairfield Parks and Recreation” logo screen printed in white on front corner. Approximate Quantity: 60 Adult Unisex Sizes

- **100% Heavyweight Cotton:** Adult Small through X-Large: \$ _____ /each
- **50/50 Blend:** Adult Small through X-Large: \$ _____ /each
- **Dry Release Technical Polyester Moisture Wick Material:**
Adult Small through X-Large: \$ _____ /each

5. Sport Shirts, Collared, Embroidered – Dry Release Technical Polyester Moisture Wick Material / Approximate Quantity: 100 Adult Men’s Sizes & 35 Adult Women’s Sizes

5A. Various colored adult size colored polo with embroidered “Fairfield Parks and Recreation” logo written in white on the front corner.

- **Dry Release Technical Polyester Moisture Wick Material:**
Men’s Adult Small through X-Large: \$ _____ /each
Women’s Adult Small through X-Large: \$ _____ /each

6. Fleece Blankets with straps – Approximate Quantity: 22 blankets

- “Town Youth Council” logo ink printed on the blanket
- 13.5-ounce, 100% spun polyester fleece
- Minimum Size: 42” x 68”
- Various color options \$ _____ /each

The apparent low bidder(s) shall be required upon request to provide samples, including technical polyester moisture wick shirts. Please do not include material samples with bid proposals unless requested.

Costs for all items above *INCLUDE* shipping, freight and inside-delivery, and shall be delivered _____ days ARO.

CHECKLIST

The following must be submitted with proposal:

- Cover page, completed and signed.
- Addenda acknowledged and submitted with proposal. (if applicable)
- Shipping, handling, inside-delivery and all other costs are included in unit pricing as submitted.
- Details of optional discounts presented on any item. (if applicable)
- List of business / trade references.
- Bid Proposal Form Completed and Signed.

Name and Title of Authorized Representative

Signature

Date

Please provide trade / business reference details below:

REFERENCE #1:

Name of Company _____

Phone _____

Contact Person _____

Cell _____

Company Address _____

Fax _____

Date contract completed _____

Email _____

REFERENCE #2:

Name of Company _____

Phone _____

Contact Person _____

Cell _____

Company Address _____

Fax _____

Date contract completed _____

Email _____

REFERENCE #3:

Name of Company _____

Phone _____

Contact Person _____

Cell _____

Company Address _____

Fax _____

Date contract completed _____

Email _____

REFERENCE #4:

Name of Company _____

Phone _____

Contact Person _____

Cell _____

Company Address _____

Fax _____

Date contract completed _____

Email _____

REFERENCE #5:

Name of Company _____

Phone _____

Contact Person _____

Cell _____

Company Address _____

Fax _____

Date contract 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 #2020-54**” 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 only be directed in writing to:

Ms. Lee A. Flaherty, Junior Buyer: LFlaherty@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.

BID BOND

~~The 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.~~

~~All bid bonds shall be written by a surety company or companies licensed in the State of Connecticut, and shall have at least an A-VII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if an approved surety bond cannot be provided, the bidder shall be deemed non responsive.~~

~~A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/e570_a-z.htm~~

~~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.

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

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. Additionally, the Town reserves the right to consider other factors in an award, such as the Town's prior experience with a vendor for services previously provided.

PERFORMANCE AND LABOR AND MATERIAL BOND

~~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 where 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.~~

~~All payment and performance bonds shall be written by a surety company or companies licensed to issue bonds in the State of Connecticut, and shall have at least an A-VIII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if approved surety bonds cannot be provided the contract shall be terminated.~~

~~A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: <https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/e570-a-z.htm>~~

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.

INSURANCE

A. The Town of Fairfield is requiring insurance coverage as listed below for this work.

Note: The term "General Contractor" (hereinafter called the "Contractor") shall also include their respective agents, representatives, employees or subcontractors; and the term "Town of Fairfield" (hereinafter called the "Town") shall include their respective officers, agents, servants, officials, employees, volunteers, boards and commissions.

Note: The term "Town of Fairfield" or "Town" is to be taken to mean Town of Fairfield and the Fairfield Board of Education when the project includes the Board of Education.

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

INSURANCE (continued)

At least five days before the Contract is executed and prior to commencement of work there under the Contractor will be required to submit to the Town of Fairfield, Risk Manager, 725 Old Post Road, Fairfield, CT 06824 a certificate of insurance, executed by an authorized representative of the insurance company, satisfactory to the Town's Risk Manager and in an acceptable form. The Town always reserves the right to reject insurance companies, if approved insurance policies cannot be provided the contract shall be terminated.

INSURANCE RIDER

Without limiting its liability under this Contract, the Contractor shall provide and maintain in full force and effect at all times during the term of this Contract, insurance coverage related to its services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the Town from requiring additional limits and coverage to be provided under the Contractor's policies.

B. Minimum Scope and Limits of Insurance:

Worker's Compensation Insurance:

- In accordance with the requirements of the laws of the State of Connecticut.
- Five hundred thousand dollars (\$500,000) Employer Liability each accident
- Five hundred thousand dollars (\$500,000) Employer Liability each employee by disease
- Five hundred thousand dollars (\$500,000) Employer Liability policy limit coverage for disease

Commercial General Liability:

- Bodily Injury, Personal Injury and Property Damage one million dollars (\$1,000,000) each occurrence, two million dollars (\$2,000,000) aggregate.
- Products/Completed Operations one million dollars (\$1,000,000) each occurrence, two million dollars (\$2,000,000) aggregate.

Automobile Liability:

- A combined single limit of one million dollars (\$1,000,000), including owned, hired and non-owned coverage and rider CA9948 or equivalent.

Umbrella/Excess Liability Insurance:

- Two million dollars (\$2,000,000) each occurrence, Two million dollars (\$2,000,000) aggregate. Such coverage must be follow form over Worker's Compensation, Commercial General Liability, and Automobile Liability.

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

"Tail" Coverage: If any of the required liability insurance is on a claims-made basis, "tail" coverage will be required at the completion of this contract for a duration of 36 months, or the maximum time period reasonably available in the marketplace. The Contractor shall furnish certification of "tail" coverages described or continuous "claims made" liability coverage for 36 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this Contract. If continuous "claims made" coverage is used, the Contractor shall be required to keep the coverage in effect for duration of not less than 36 months from the end of the Contract.

Acceptability of Insurers: The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with a A.M. Best rating of A- XV or otherwise acceptable by the Town's Risk Manager.

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

Subcontractors: The Contractor shall require subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance/Fiduciary Liability, unless Errors and Omissions/Professional Liability/Fiduciary Liability insurance is applicable to the work performed by the subcontractor. All Certificates of Insurance shall be provided to and approved by the Town's Risk Manager prior to the commencement of work, as required herein.

Aggregate Limits: It is agreed that the Contractor shall notify the Town when fifty percent (50%) of the aggregate limits are eroded during the contract term. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The premium shall be paid by the Contractor.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to, and approved by, the Town. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify. Under no circumstances will the Town be responsible for paying any deductible or self-insured retentions related to this Contract

Notice of Cancellation or Non-renewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to the Town, (provided ten (10) days' prior written notice shall be sufficient in the case of termination for nonpayment).

Waiver of Governmental Immunity: Unless requested otherwise by the Town, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the Town.

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability or Workers Compensation, if included, required for the performance of the Contract shall include the Town as Additional Insured but only with respect to the Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance and contain no special limitations on the scope of protection afforded to the Town of Fairfield. The Town and/or its representative retain the right to make inquiries to the Contractor, its agents or broker and insurer directly.

Waiver of Subrogation: A waiver of subrogation in favor of the Town is required on all policies.

Waiver/Estoppel: Neither approval by the Town nor failure to disapprove the insurance furnished by the Contractor shall relieve the Contractor of the Contractor's full responsibility to provide insurance as required under this Contract.

Contractor's Insurance Additional Remedy: Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor or its Sub-Contractors/Firms, employees or agents to the Town or others. Any remedy provided to the Town shall be in addition to, and not in lieu of, any other remedy available under this Contract or otherwise.

Certificate of Insurance: As evidence of the insurance coverage required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to the Town's Risk Manager prior to the award of the Contract if required by the Bid document, but in all events prior to Contractor's commencement of work under this Contract. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insured (or Loss Payees). The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring certificates shall be filed thirty (30) days prior to expiration. The Town reserves the right to require complete, certified copies of all required policies at any time. All insurance documents required should be mailed to Town of Fairfield, Chief Financial Officer, 725 Old Post Road, Fairfield, CT 06824 and Town of Fairfield, Risk Manager, 725 Old Post Road, Fairfield, CT 06824.

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.

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

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

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

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.

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 Connecticut Department of Labor (CT-DOL) rules and regulations. More information may be obtained from: www.ctdol.state.ct.us

The Davis-Bacon and Related Acts, shall apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. More information may be obtained from: <https://www.dol.gov/whd/govcontracts/dbra.htm>

NOTE: The Town shall 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 06-6001998.

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.