



BID #2021-02
GASOLINE, DIESEL & HEATING OIL
PETROLEUM PRODUCTS

SEALED submissions are subject to the standard instructions set forth on the attached sheets. Any modifications must be specifically accepted by the Town of Stratford.

Released: Wednesday, 6th May, 2020

Phillip Ryan, Purchasing Agent

Bidder:

Doing Business As (Trade Name)

Address

Town / State / Zip

Title (Mr /Ms)

Signature

Telephone

E-mail

Sealed bids will be received by the Purchasing Department at the office of the Purchasing Agent, 2725 Main Street, Room 202, Stratford, Connecticut 06615, up to:

11:00AM, Friday, 15th May, 2020

NOTE:

1. Bidders are to complete all requested data in the upper right corner of this page and must return this page with their bid proposal.
2. No bid shall be accepted from, or contracts awarded to, any person/company who is in arrears to the Town of Stratford 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 Stratford.
3. Submissions are to be submitted in a sealed envelope and clearly marked "BID #2021-02" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.

INVITATION TO BID

Delivery of Gasoline, Diesel, and Heating Oil

Term of Contract: 01 July, 2020 – 30 June, 2021

The Town of Stratford (“Town”) is seeking fixed prices for term commencing 1st July, 2020 through 30th June, 2021 based on previous years’ usage consumption. Fixed pricing shall be based on estimated quantities as stated.

<u>Product</u>	<u>Estimated Usage</u>
Unleaded Gasoline:	130,000 gallons
Ultra Low Sulphur Diesel:	110,000 gallons
Ultra Low Sulphur Diesel:	2,000 gallons (required for generator small tanks)
Heating Oil:	40,000 gallons

REQUESTS FOR INFORMATION (RFI) / ADDENDA

Direct requests in writing to: Town of Stratford, Purchasing Department
Attention: Phillip Ryan, Purchasing Agent
2725 Main Street, Room 202, Stratford, CT 06615
E-mail: PRyan@townofstratford.com

NOTE: Written requests for information will not be accepted after 12:00PM on Monday, 11th May.

Response will be in the form of an addendum that will be posted approximately Wednesday, 13th May at the close of business to the Purchasing Department website: www.townofstratford.com/purchase

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 Stratford 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.

Please submit with proposal:

1. Specification sheets on all petroleum products to be supplied and delivered.
2. Statement regarding number of facilities, equipment, and detailed fleet configuration.
3. Statement of product liability coverage.
4. List of current municipal contracts.

The undersigned offers, if this bid is accepted within (45) calendar days from the date of the opening, agrees to furnish any or all of the items and/or services upon which prices are quoted, at the price set opposite each item, to be delivered at the time and place specified herein. The undersigned certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this solicitation, and is authorized to contract on behalf of the firm.

Bidders should carefully examine the specifications and fully familiarize themselves to all conditions and matters that could have an effect on the cost. Should a bidder find discrepancies in or omissions from the specifications or Invitation to Bid, or should be in doubt as to their meanings, he/she shall notify the Purchasing Agent.

Purpose: It is the purpose of the invitation to solicit sealed bids to establish a contract or contracts through competitive negotiations for the purchase of the described petroleum products.

Term of Contract: The contract shall be in effect for a period of 12 months. At the option of the Town, the contract may be renewed for an additional extended and mutually agreed upon term, unless one or more of the participants elect not to renew in writing no less than thirty days prior to the ending date of the current contract term.

Petroleum products are required for the operation of all Town vehicles, generators and heating of buildings. The following products are required: Ultra Low Sulfur Diesel; Unleaded Gasoline certified with an octane rating of 87; and # 2 Heating Oil.

Specifications: All vehicle fuel shall comply with current specifications of all US government agencies, including, but not limited to the Federal Specification Boards, Environmental Protection Agency, the Department of Commerce, and the Department of Transportation. Bidders shall also comply with applicable State of Connecticut regulations.

Heating fuel shall comply with the most current ASTM specifications and any other applicable federal or State of Connecticut regulations.

Estimated Quantities: The following quantities are good faith estimates based on the most current information known at the time of posting the invitation. Estimates shall not be obligatory amounts guaranteed to be correct since usage is based on many variables outside of the Town's control.

LOCATIONS

GASOLINE:

- | | |
|--|-----------------|
| 1. Public Works Department, 500 Patterson Avenue – Fuel Island | 10,000 gal tank |
| 2. Police Department, 900 Longbrook Avenue - Fuel Island | 4,000 gal tank |
| 3. Short Beach Golf Course, 1 Dorne Drive (Above Ground) | 500 gal tank |

DIESEL:

- | | |
|---|-----------------|
| 1. Public Works Department, 500 Patterson Ave – Fuel Island | 10,000 gal tank |
| 2. Police Department, 900 Longbrook Ave – Fuel Island | 4,000 gal tank |

DIESEL – SMALL TANKS FOR GENERATORS:

- | | |
|--|----------------|
| 3. Fire Headquarters, 2750 Main Street | 700 gal tank |
| 4. Fire Company #2, Huntington Road | 253 gal tank |
| 5. Fire Company #3, Prospect Drive | 500 gal tank |
| 6. Fire Company #4, Oronoque Lane | 413 gal tank |
| 7. EMS Building, 2712 Main Street | 400 gal tank |
| 8. Public Works Yard, 500 Patterson Avenue | 900 gal tank |
| 9. Birdseye Municipal Building, 486 Birdseye Street | 400 gal tank |
| 10. Police Headquarters, 900 Longbrook Avenue | 841 gal tank |
| 11. Bunnell High School, 1 Bulldog Lane | 900 gal tank |
| 12. Stratford High School, King Street (West) | 2,000 gal tank |
| 13. Stratford High School, King Street (East) | 1,200 gal tank |
| 14. Short Beach Golf Course, 1 Dorne Drive (Above Ground) | 500 gal tank |
| 15. Ferry Creek Pumping Station, 608 Broad Street – Front Building | 2,000 gal tank |
| 16. Water Pollution Control, 105 Beacon Point Road | 275 gal tank |
| 17. Water Pollution Control, 105 Beacon Point Road | 3,000 gal tank |

18. Highway/Parks Dept. Tub Grinder (at WPC Plant or as advised)	300 gal tank
19. Peck's Mill Pumping Station, 5081 Main Street	1,500 gal tank
20. Ryder's Lane Pumping Station, 96 Ryder's Lane	1,500 gal tank
21. Water Pollution Control, Storm Station Tank	600 gal tank
22. Avon Pumping Station, 85 Benton Street	1,500 gal tank
23. Oak Bluff Pumping Station, 95 Oak Bluff Avenue	1,500 gal tank
24. Ryan's Lane Pumping Station, Ryan's Lane	2,000 gal tank

HEATING OIL - AUTOMATIC DELIVERIES:

1. Public Works Department, 500 Patterson – Repair Garage	2,000 gal tank
2. Public Works Department, Frog Pond Lane – Storage Building	550 gal tank
3. Police Department, 900 Longbrooke Avenue	8,000 gal tank
4. Boothe Memorial Park, Main Street, Putney	
- Old Homestead – Building #1	600 gal tank
- Railroad Museum – Building #2	550 gal tank
- Recreation Hall – Building #3	1,000 gal tank
- Homestead – Building #4	600 gal tank
- Carpenter House	275 gal tank
5. Fire Company #3 - Prospect Drive	2000 gal tank
6. Fire Company #4 - Oronoque Lane	2000 gal tank
7. Baldwin Senior Center, 1000 West Broad Street	6000 gal tank
8. Sterling House, 2283 Main Street – Tank #1	330 gal tank
9. Sterling House, 2283 Main Street – Tank #2	330 gal tank
10. Town Hall, 2725 Main Street	4,000 gal tank
11. Birdseye Municipal Building, 468 Birdseye	4,000 gal tank
12. Fieldhouse, Longbrook Park	275 gal tank

NOTE: The Town reserves the right to add or delete delivery sites during the contract where necessary.

Deliveries: All deliveries with the exception of emergencies shall be delivered within a twenty-four (24) hour time-frame. Printed meter tickets must be provided on all deliveries.

Deliveries outside of normal operating hours, on weekends or holidays will not be allowed unless on an emergency basis. Delivery tickets shall show fuel tank levels before and after delivery.

Successful bidder shall establish delivery schedules such that buildings have sufficient heating fuel and town/school fueling stations have adequate gasoline and diesel fuel at all times. Successful bidder will arrange deliveries with Town department personnel as designated.

The Contractor shall be responsible for the performance of all delivery personnel. All vehicles used in delivering product, Contractor's or common carrier, shall be in good repair and operated by trained personnel.

The Contractor shall be liable for any damage to property that they inflict directly or indirectly during the course of this contract. This includes, but is not limited to, the buildings and/or real property, equipment, and any other damages traceable to the Contractor's services, products or failure. Damage repaired will be at the Contractors expense.

Any fuel placed into an incorrect tank or that fails to meet the product specifications shall be removed at the Contractor's expense and replaced as appropriate. If the Contractor is unable to deliver material meeting or exceeding these specifications within the time period specified for delivery, the requesting location may purchase the material elsewhere and the increased cost, if any, will be paid by the Contractor.

The Contractor shall not fill tanks beyond 90% of their capacity on standard deliveries, unless otherwise instructed by Town.

Spillage: Should any spills occur the Contractor shall be responsible for payment of all required remediation. The Contractor, at own expense, shall adhere to all applicable EPA regulations concerning fuel spills.

Emergency: Town must have uninterrupted operations in the event of a natural disaster, weather event, and or wide spread electrical power outages. When an electrical power outage occurs vendors must have a plan to provide fuel to the various generators in the affected areas. The bidder will work with Town officials to identify and review fuel services needed during an emergency or wide spread electrical power outage.

Submittals: Submit a statement providing details of your firm's ability to deliver fuel during emergencies:

1. Describe your firm's capabilities to relocate fuel supplies.
2. Include after-hours and emergency contact information.

Award: Bids shall be in the form of fixed price delivered for each fuel type during the contract period. Bidder shall incorporate all overhead, freight, profit and discount into their price.

The Town reserves the right to award by Net Price line items or total combined.

METHOD OF PAYMENT: Unless otherwise offered or negotiated, payment will be made upon terms Net 30 days.

CONDITIONS AND INSTRUCTIONS

1. Use of Form: All bids shall be submitted on and in accordance with this form. If more space is required to furnish a description of the goods and/or services bid, or delivery terms, the bidder may attach a letter hereto that will be made a part of the bid. In case of a conflict with published requirements, the bid may be considered non-responsive. The Town's published specifications shall supersede any additional writings submitted with the bid. Such additional writings shall be clearly marked and noted as an exception.
2. Submittals: An original bound bid shall be submitted sealed, plainly marked showing the firm's name, bid number, date and time. The entire solicitation document is to be returned when submitting a bid unless otherwise directed by the bid document. Failure to return all pages may result in a determination that the submittal is non-responsive.
3. Late Bids: Bids and amendments thereto, if received by Purchasing after the date and time as specified, will not be considered upon commencement of public opening. It will be the responsibility of the bidder to see that their bid is received by Purchasing as specified. There will be no exceptions. Date of postmark will not be considered. Telephone, facsimile, electronic and verbal bids will not be accepted. Prices or changes shown on the outside of an envelope will not be considered in determination of low bid.
4. Town Offices Closure: If Town Offices are closed for business at the time scheduled for the bid opening, for whatever reason (i.e. weather), sealed bids will be accepted and opened on the next business day of the Town, at the original scheduled hour, unless stated otherwise via addendum.
5. Acceptance of Bid: Receipt of the bid by the Town is not to be construed as an award or an order to ship.

6. Offer/Acceptance: Each bid is received with the understanding that the acceptance in writing by the Town of the bidder to furnish any or all of the goods and/or services described therein, shall constitute a contract between the bidder and the Town, which shall bind the bidder to furnish and deliver the goods and/or services quoted at the prices stated and in accordance with the conditions of the accepted bid; and the Town on its part to order from such bidder, except for causes beyond reasonable control; and pay for, at the agreed prices, all goods and/or services specified and delivered.
7. Withdrawal of Bids: Bids may be withdrawn any time prior to the bid opening. Withdrawal of bids may be accomplished by submitting such request in writing on the issuing firm's letterhead in person, electronically (email) or by certified mail.
8. Addenda: If issued, all addenda will be posted on the Purchasing Department's website at www.townofstratford.com/purchase under Bid Invitations. It is the sole responsibility of the bidder to monitor the website prior to submitting their bid to insure they are aware of all updated information. Bidders should acknowledge such addenda in their submittal.
9. Governing Document: The solicitation document maintained by Purchasing, in the bid file, shall be considered the official copy, including all addenda. In the case of any inconsistency between bid documents submitted to the Town, but not clearly listed as an exception, the language of the official copy shall prevail. Furthermore, any exception or change to the specifications made by the bidder where not specifically negotiated in writing may cause for disqualification.
10. Award: The award will be made to the lowest responsive and responsible bidder. The quality of the goods and/or services to be supplied, their conformity with the specifications, their suitability to the requirements, the delivery, qualifications and references will be taken into consideration in making the award. The Town reserves the right to refuse all bids. Determination of low bid shall be determined by the audited figure shown on the pricing page for each respective line item. The Town reserves the right to award by line item or in total overall pricing. In case of error in the extension of prices, the unit price shall govern.
11. Negotiation: Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted; except that if the bid from the lowest responsible bidder exceeds available funds, the Town may negotiate with the apparent low bidder to obtain a contract price within the available funds.
12. Town's Rights: The Town reserves the right to reject any and all bids, and to waive any informality if it is determined to be in the best interest of the Town.
13. Prices: Prices shall be stated in units of quantity specified. No additional charges shall be passed on to the Town, including any applicable taxes, delivery, or surcharges. Prices quoted shall be the final cost to the Town. In case of error in the extension of prices, the unit price shall govern.
14. Corrections: All prices and notations should be in ink or typewritten. Mistakes may be crossed out and corrections made in ink and must be initialed and dated by the person signing the bid.
15. Delivery: The time of delivery must be stated in definite terms. If time of delivery for different goods and/or services varies, the bidder shall so state.
16. Quality: The goods and/or services on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve as that specified. In submitting bids on goods and/or services other than as specified, bidder shall furnish complete data and identification with respect to the alternate goods and/or services that they propose to furnish. It shall be in the Town's sole judgment if a substitute product offered is an approved equal and acceptable.

17. Silence of Specifications: The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices shall prevail and correct type petroleum product must be supplied. All interpretations of these specifications shall be made on the basis of this statement.
18. Capacity of Bidder: All bids must be signed by a responsible officer or employee having the authority to bind the firm in contract. The bidder agrees that its contract performance shall be in strict conformance with the contract documents.
19. Anti-collusion: The bidder certifies by signing this invitation of bid that this bid is made without prior understanding, agreement, or accord with any other person or firm submitting a bid for the same goods and/or services and that this bid is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. Any false statement hereunder may constitute a felony and can result in a fine and imprisonment, as well as civil damages.
20. Indemnification: The Contractor shall defend, indemnify and hold the Town, and the Town's employees, agents, and volunteers, harmless, from and against any and all damage claim, liability, cost, or expense (including, without limitation, attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against the Contractor, its employees, agents, and volunteers, or incurred by or claimed against the Town, the Town's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by the Contractor. This indemnification and hold harmless includes, but is not limited to, any financial or other loss including, but not limited to, any adverse regulatory, agency or administrative sanction or civil penalties, incurred by the Town due to the negligent, fraudulent or criminal acts of the Contractor or any of the Contractor's officers, shareholders, employees, agents, contractors, subcontractors, or any other person or entity acting on behalf of the Contractor. Unless otherwise provided by law, the Contractor indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Contractor under worker's compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.
21. Laws, Regulations: The Contractor shall keep fully informed of all federal, state, and local laws, ordinances and regulations that in any manner affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations.
22. Payment Terms: Payment terms shall be mutually agreed upon between Contractor and Town. The payment terms stated herein must appear on the Contractor's invoice. Failure to comply with this requirement shall result in the invoice being returned to the Contractor for correction. Late payment charges will not be accepted by the Town. Contractor shall submit all invoices in duplicate, and such statement shall include detailed breakdown of all charges, and be based on completion of tasks or deliverables. Contractor shall provide their federal employer identification number on their submittal.
23. Default: In event of default by the Contractor, the Town reserves the right to procure the goods and/or services from other sources, and hold the Contractor liable for any excess cost occasioned thereby. Such actions taken by the Town shall not release the Contractor from additional remedies that may be allowed by law.
24. Availability of Funds: A contract shall be deemed in force only to the extent of appropriated funds by Town Council made available to each department for the purchase of such goods and/or services. The Town's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years by Town Council.

25. Anti-Discrimination: The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, service disabled veterans or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor.
26. Assignment of Contract: Contract shall not be assigned by the Contractor in whole or in part without the written consent of the Town.
27. Governing Law: This Agreement is made, entered into, and shall be performed in the Town of Stratford, Connecticut, and shall be governed by the applicable laws of the State of Connecticut.
28. Termination for Cause: In the event that the Contractor shall for any reason or through any cause be in default of the terms of this Contract, the Town may provide the Contractor written notice of such default by certified mail/return receipt requested at the address set forth in Contractor's bid proposal or as provided in this Contract. Unless otherwise provided, Contractor shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of Contractor to cure the default, the Town may immediately cancel and terminate this Contract as of the mailing date of the default notice. Upon termination, Contractor shall cease performance of any further work under the Contract. In the event of violations of law, safety or health standards and regulations, this Contract may be immediately cancelled and terminated by the Town and provisions herein with respect to opportunity to cure default shall not be applicable.
29. Contact Prohibition: Direct contact with Town departments other than the Purchasing Agent during the bidding process is expressly forbidden. All questions shall be in writing to the Purchasing Agent shown on the title page of the bid. Respondents shall not contact, either directly or indirectly, any other employee or agent of the Town regarding the bid process. This prohibition shall also extend to Town boards, commissions and elected officials. Any such unauthorized contact may disqualify the bidder from this procurement.
30. Conflict: In the event of conflict between the contract documents, the Terms and Conditions of the bid document shall control.
31. Records and Inspection: The Contractor shall maintain full and accurate records with respect to all matters covered as part of the contract to substantiate any and all charges. Contractor's records shall be made available to Town for open inspection.
32. Debarment Status: The Bidder hereby certifies that they are not currently debarred by the State of Connecticut from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
33. Safety: The Contractor and his/her subcontractors performing services for the Town are required and shall comply with all Occupational Safety and Health Administration (OSHA) Standards including any other applicable rules and regulations.
34. The Town may, at its option, disqualify a bidder and reject their bid for cause. Reasons deemed to be sufficient for this action shall include, but not limited to, the following:
 - Evidence of collusion among bidders.
 - Default on any previous contract and for being in arrears on an existing contract without reasonable cause.
 - Inability to perform as revealed by an investigation of the Bidder's financial statement.
 - Contractor does not meet project-specific requirements as specified in the Contract Documents.

35. Contract Quantities: All quantities specified are estimates only, unless otherwise clearly noted, and are provided for the information of bidders and for the purpose of bid evaluation. They do not indicate the actual quantity that will be required, since such volume will depend upon requirements that may develop during the contract period. Quantities shown shall not be construed to represent any amount which the Town shall be obligated to purchase under the contract, or relieve the Contractor of their obligation to fill all orders placed by the Town, except as clearly noted.
36. Default on Taxes: No bid or proposal will be accepted from, or any contract awarded to, any person, firm, or corporation that is in arrears, or in default to the Town upon any debt or contract, or that is a defaulter as surety, or otherwise upon any obligation to the Town.

BID PROPOSAL FORM

We, the undersigned, hereby submit the following prices on Unleaded Gasoline 87 Octane, Ultra Low Sulphur Diesel Fuel, and #2 Heating Oil as required by the Town of Stratford, fixed price per gallon, delivered (tax exclusive) per the estimated consumption "more or less" as required 12 months from 1st July, 2020 through 30th June, 2021.

Name of Firm: _____

Address: _____

UNLEADED GASOLINE (Est. 130,000 gallons) **FIXED:** \$_____ /gallon

ULTRA LOW SULFUR DIESEL (Est. 110,000 gallons) **FIXED:** \$_____ /gallon

ULTRA LOW SULFUR DIESEL - SMALL TANKS (Est. 2,000 gallons) **FIXED:** \$_____ /gallon

HEATING OIL (Est. 40,000 gallons) **FIXED:** \$_____ /gallon

Bids shall be in the form of fixed price delivered for each fuel type during the contract period. Bidder shall incorporate all overhead, freight, profit and discount into their price.

Estimated consumption as stated above for all products is based on delivery records for the previous year. Due to the uncertainties of weather conditions and other unknown factors, no amount as indicated should be construed as a definite commitment. The Town reserves the right to increase or decrease consumption based on actual demand.

Town of Stratford reserves the right to award to a single contractor or multiple contractors as deemed in its best interest.

Price per line shall include, but not limited to, the cost of all labor, materials, equipment, tools, mobilization, delivery, permits (where not waived by the Town), licenses, overhead and profit, taxes (except from which Owner is exempt) and insurances.

Identify all applicable non-exempt taxes and fees that shall apply to the Town, i.e. National Oilheat Research Alliance; Leaking Underground Storage Tank; Oil Spill Recovery Fee; CT Gross Receipts Tax, etc.

State any and all exceptions that may apply, and attach to this page.

The Bidder hereby certifies that any and all defects, errors, inconsistencies or omissions of which he/she is aware, either directly or indirectly, are listed herewith in this Bid Form.

Name _____ Title _____ Signature _____ Date _____

CHECKLIST

- Cover page, completed and signed.
- Addenda acknowledged (where issued).
- List all subcontractors, identifying each trade, hourly rates, and Tax ID number.
- Exceptions itemized and attached to Bid Form.
- Specification sheets on all petroleum products to be supplied and delivered.
- Statement regarding number of facilities, equipment, and detailed fleet configuration.
- Statement of product liability coverage.
- List of current municipal contracts.

Name _____ *Title* _____ *Signature* _____ *Date* _____

**PURCHASING DEPARTMENT
TOWN OF STRATFORD
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 #2021-02" 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 Department, Town Hall, 2725 Main Street, Room 202, Stratford, 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 TOWN OF STRATFORD 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 STRATFORD.

POWER OF REJECTION

The Mayor shall have the power to reject all bids and to advertise again.

QUESTIONS

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

Mr. Phillip Ryan, Purchasing Agent: PRyan@townofstratford.com

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 Stratford, for a period of ninety (45) 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 shall be responsible for securing all necessary permits, federal, state and local, and as required by the Town of Stratford.

PAYMENT PROCEDURES

No voucher, claim or charge against the Town shall be paid without the approval of the Director of Finance for correctness and legality.

PAYMENT PERIOD

The Town of Stratford 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 Stratford 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 Town of Stratford.

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 Stratford 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.

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 Stratford for any and all damages that may be assessed against the Town.

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 Town of Stratford, Stratford 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 Stratford. A waiver of subrogation applies under general liability, auto liability and workers compensation.

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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 Stratford, 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 contract shall apply, and deemed to be included herein.

CONFLICT OF INTEREST

No officer or employee or member of any elective or appointive board, commission, committee or council of the Town, whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, committee or council of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, 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 or council 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 Agent 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 06-6002103.

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