



# Town of Fairfield

Sullivan Independence Hall  
725 Old Post Road

Fairfield, Connecticut 06824  
Purchasing Department

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

## BID #2020-94 ROGER LUDLOWE MIDDLE SCHOOL COOLING TOWER REPLACEMENT PROJECT

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

Date Submitted \_\_\_\_\_ 2020

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  
06/24/2020  
\_\_\_\_\_  
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, Friday, 10<sup>th</sup> July, 2020**

To provide labor, materials, equipment and all else necessary to replace the cooling tower at Roger Ludlowe Middle School as detailed in the attached specifications provided by Van Zelm Engineers.

### 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/affiliate or entity under common control 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, and shall be determined by the Town.
3. Bid proposals are to be submitted in a sealed envelope and clearly marked "BID #2020-94" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. Bid proposals are not to be submitted with plastic binders or covers, nor may the bid proposal contain any plastic inserts or pages.

## INVITATION TO BID

The Town of Fairfield (Town) on behalf of its Board of Education (BOE) is seeking competitive bids from qualified contractors to replace the cooling tower at Roger Ludlowe Middle School located at 689 Unquowa Road, Fairfield Connecticut as detailed in the attached specifications provided by Van Zelm Engineers.

### PRE-BID CONFERENCE

A site meeting will commence at **10:00am**, Roger Ludlowe Middle School (Front Entrance) located at 689 Unquowa Road, Fairfield Connecticut, on **Thursday, 2<sup>nd</sup> July, 2020**, for prospective bidders to scope the conditions.

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

### ADDENDA / REQUESTS FOR INFORMATION (RFI)

Addenda concerning important information and/or modifications to specifications will be posted on the Fairfield Purchasing Department website at <https://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 **Monday, 6<sup>th</sup> July, 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:  
Corinne Dyer, Senior Buyer  
[cdyer@fairfieldct.org](mailto:cdyer@fairfieldct.org)

Response will be in the form of an addendum that will be posted approximately 7<sup>th</sup> July, 2020 to the Town of Fairfield website, which is [www.fairfieldct.org](http://www.fairfieldct.org). 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.

### BID BOND / BID SECURITY

A five (5) percent bid bond or equal approved security as stated per the Terms and Conditions must be submitted with the proposal.

All bonds, including payment and performance bonds when applicable, 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-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/c570\\_a-z.htm](https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm)

### SCHEDULE

To be determined upon award of contract. Prices quoted must be firm for acceptance by the Town of Fairfield for a period of (120) days, upon public opening of all bids.

### ENCLOSURES

- 1.) Plans and Specifications provided by Van Zelm Engineers
- 2.) CT DOL Prevailing Wage Rates

## REQUIREMENTS

- A. Any sizes or estimate of quantities as shown on drawings are approximate and are not guaranteed in any respect. Prospective bidders are to visit the site to verify scope of the work, measurements, quantities, etc., prior to bidding. The Town reserves the right at all times to increase or decrease the amount of work if deemed in its best interest.
- B. Price is to include all labor, materials, tools, equipment, plans, mobilization, permits, insurances, etc., required to properly complete the project.
- C. Time is of the essence. The Contactor shall have 45 Days to complete this project following the notice to proceed.
- D. The Town of Fairfield reserves the right to award the bid with multiple items:
  - to more than one bidder, based on meeting the item(s) specification, cost, availability, or any combination of these criteria;
  - to a single bidder who meets the specifications for all items, and offers the best combination of lowest cost, best availability, and broadest product range;
  - and may add, subtract or delete any item and/or quantity as deemed in the best interest of the Town.
- E. The Bidder must not discriminate, nor permit discrimination, against any person on the grounds of race, color, national origin, religion, sex, handicap, or veteran status, in their employment practices, in any of their contractual arrangements, in all service and accommodations they offer to the public, and in any of their other business operations.
- F. The successful bidder MUST secure all required licenses and permits (local, state, federal) prior to commencing work on the site.
- G. Award of the project, either partial or in its entirety, is contingent upon funding approval by the applicable boards of the Town of Fairfield, including state and federal agencies.
- H. Item quantities where provided may be changed at the sole discretion of the Town. The Town shall have the flexibility to add or delete any location or item, or to adjust the work schedule as necessary.
- I. In the instance the Contactor discovers unanticipated hazardous material, whether it be in nature or capacity, the Town reserves the right to terminate the Contract and regain possession of the project site.
- J. All equipment and materials supplied and/or installed shall be new and of current manufacture, and shall meet or exceed all specifications described herein. Any deviations must be indicated with the proposal response.
- K. The Bidder and/or Supplier must be an authorized agent, dealer or distributor for all equipment and materials supplied or installed, and may be required upon request to provide proof of all applicable permits, licenses or certification.
- L. The Contractor shall remain the single-point-of-contact for all warranty on workmanship, materials and services.
- M. The Town will not accept receipt of any equipment (installed or otherwise) or services unless all specifications stated in the bid document have been accommodated and/or approved by written consent.
- N. The Contractor shall be required to correct any nonconforming issues, at no expense to the Town. Acceptance of the work shall be determined by the FPS Maintenance Supervisor, or designee, upon final inspection.
- O. Bidders are required to provide full details of any exceptions to the scope of services or specifications. Details must be submitted separately and attached to the Proposal Bid Form.
- P. All costs submitted in proposal must include labor, equipment, mobilization, warranty, shipping, freight and delivery charges, including all related materials to complete the work. All subcontractors and their respective labor rates must be submitted with proposal.
- Q. The Town of Fairfield reserves the right to award the bid on an item-by-item basis on lowest price, comparable equipment, broadest range of services and/or responsive work schedule; or any combination of these criteria. The Town also reserves the right to modify (add, alter or delete) quantity items as deemed necessary.
- R. Upon award of bid, the FPS Maintenance Supervisor will confirm the schedule with the Contractor.
- S. The Contractor shall be responsible for any repairs to buildings, furnishings and grounds, resulting from damages incurred while performing the work.
- T. Identify all subcontractors to be employed as part of the contract (including labor rates) and attach to proposal form.
- U. Provide the Town with references regarding similar size and scope projects within the past three (3) years.
- V. **If total project exceeds \$100,000 prevailing wage rates shall apply.**

- W. **Upon Award, all bidding documents shall constitute a legal contract including but not limited to the following; Bid Invitation, Addendum, CT DOL Prevailing Wage Documents, Award Resolution, Town Purchase Order, and AIA Contract or equivalent when applicable.**
- X. The Town reserves the right to cancel this contract due to unsatisfactory service and/or noncompliance with the terms set forth herein, or when the service is no longer required due to insufficient funds or restructuring of a facility, whereupon the Town shall provide the Contractor with two (2) weeks' written notice.
- Y. 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.

## **QUALIFICATIONS**

1. Each bidder must be prepared to show evidence of having satisfactorily carried out similar contracts or shall submit a complete plan of organization, equipment and financing. Inability to do so to the satisfaction of the Town of Fairfield shall result in elimination from further consideration.
2. Adequate trained/certified personnel and equipment must be available at all times in order that there will be no interruption to any service provided by the Contractor.
3. No part of the contract is to be sub-contracted, pooled or assigned to other contractors, unless approved in writing by the Town of Fairfield.

## **SITE SECURITY – IDENTIFICATION BADGES**

1. The Contractor shall provide a list of all contact persons. The list shall include each trade, name of Contractor, contact person(s), phone numbers, fax numbers, Federal Employer Identification Number (FEIN), social security number if FEIN is not available, and Connecticut Tax Registration number.
2. Security badges will be worn by all project personnel during construction activities. The Contractor will provide badges at no cost to the Owner. The Contractor will be responsible for monitoring the display of badges, including those of the personnel of all subcontractors and visitors to the project site.

## **INSTRUCTION TO BIDDERS**

### PRICES

Prices quoted must be firm for acceptance by the Town of Fairfield for a period of (120) days, upon public opening of all bids. Price shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid. The price(s) and amount of the bid will have been arrived at independently and without consultation, communication or agreement with any other contractor or bidder.

### GUARANTEE

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

The Contractor shall upon written notice remedy any and all defects in materials or workmanship resulting from work done under this contract and repair any damage to any structures or property caused by the Contractor incidental to this work, all such repairs to be done in accordance with instructions furnished by the Manager of Facilities and paid for by the Contractor.

### OBLIGATION OF CONTRACTOR

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

### METHOD OF DOING WORK

The work must be started and done by the Contractor in such a manner as not to encounter delays to the traveling public owing to delays in doing the work. It must be pushed to completion with all possible speed and no inconvenience to traffic will be permitted where such inconvenience may be avoided. The Contractor shall conduct the work in such a manner so as not to interfere with or willfully annoy employees and officials of the Board of Education, employees of public utilities, residents adjacent to the work and general public.

The Contractor shall employ only competent employees to do work and whenever the Owner shall notify the Contractor, in writing, that any employee on the work is, in the Owners opinion, incompetent, unfaithful, disorderly and otherwise unsatisfactory, such employee shall be discharged from the work and shall not again be employed on it, except with the consent of the Owner. At the site of the work, the Contractor shall employ at all times while work is in progress, a construction superintendent or foreman who shall have full authority to act for the Contractor and who shall be acceptable by the Owner.

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

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

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

### EXECUTION OF AGREEMENT

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

At or prior to delivery of the signed Agreement, the bidder to whom the contract is awarded shall deliver to the Owner those Certificates of Insurance required by the Contract Documents and such Labor and Materials Payment Bonds and Performance Bonds as required by the Owner.

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

### LIABILITY OF CONTRACTOR

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

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

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

### ASSIGNMENTS

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof or of the work provided for therein, or of his/her right, title, interest therein, to any person, firm, partnership or corporation without the written consent of the Owner. If any part of the work is sublet, sold, transferred, assigned or otherwise disposed of, the Contractor will not be relieved of any responsibility in connection therewith. The Contractor may not subcontract a total of work in excess of 50% of the original total contract value.

### EXTRA WORK

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

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

### RIGHT OF OWNER TO TERMINATE CONTRACT

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

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

### DEFINITIONS

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

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

### DRAWING CONFLICT

In the event of conflict between the drawings (where provided) and specifications, the more stringent shall apply and be included in the contract.

### TERMS AND CONDITIONS OF BID

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

1. Make bids upon the forms provided, properly signed and with all items filled out. Do not change the wording of the bid form, and do not add words to the bid form. Unauthorized conditions, limitations, or provisions attached to the bid may be cause for rejection of the bid. If alterations by erasure or interlineations are made for any reason, explain over such erasure or interlineations with a signed statement from the bidder.
2. Bid proposals are to be submitted in a sealed envelope and clearly marked with the bid number "2019-12" on the outside of the envelope. All prices and notations must be printed in ink or typewritten. No erasures permitted. Bid proposals are to be in the office of the Purchasing Agent, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut, prior to date and time specified, at which time they will be publicly opened. It is the sole responsibility of the bidder to see that the bid is received on time.
3. No telegraphic bid or telegraphic modification of a bid will be considered. No bids received after the time fixed for receiving them will be considered. Late bids will be returned to the bidder unopened.

### PROTESTS

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

### EXCEPTION TO SPECIFICATIONS

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

### EXAMINATION OF DOCUMENTS AND SITE OF WORK

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

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

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

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

### INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING

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

Interpretation of correction of proposed Contract Documents will be made only by Addendum posted to the Town of Fairfield, Purchasing Department website at [www.fairfieldct.org/purchasing](http://www.fairfieldct.org/purchasing)

The Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

### PRE-CONSTRUCTION MEETING

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

### CHANGE ORDERS

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

## BID PROPOSAL FORM

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

I, \_\_\_\_\_ have received the following contract documents,

1. Bid Document #2020-94
2. Project Manual, dated May 19th, 2020 provided by Van Zelm Engineers
3. Drawings dated May 19th, 2020 provided by Van Zelm Engineers
4. Addenda \_\_\_ through \_\_\_ posted at [www.fairfieldct.org/purchasing](http://www.fairfieldct.org/purchasing) and have included their provisions to:

Supply all labor, materials, tools, equipment, permits, taxes and insurances, etc., as detailed in the attached specifications.

**Proposed System:** \_\_\_\_\_

**Base Bid:** \$ \_\_\_\_\_ /LS \_\_\_\_\_ Dollars  
(Lump Sum for All Work Involved) (Written Amount)

State any and all exceptions that may apply and to the Contract Documents and attach to this page.

**Alternate #1:** Provide a detailed quote to replace the plate pack of the existing Alpha-Laval plate pack replacement on HX-1 cooling plate and frame heat exchanger.

\$ \_\_\_\_\_ /LS \_\_\_\_\_ Dollars  
(Lump Sum for All Work Involved) (Written Amount)

**For additional work upon request:**

**Hourly Rates:** Supervisor \$ \_\_\_\_\_ /hr Foreman \$ \_\_\_\_\_ /hr Journeyman \$ \_\_\_\_\_ /hr Apprentice \$ \_\_\_\_\_ /hr

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

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

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

Mobilization: \$ \_\_\_\_\_

Incidentals: \$ \_\_\_\_\_

Administration: \$ \_\_\_\_\_

Bonds: \$ \_\_\_\_\_

Insurance: \$ \_\_\_\_\_



**CHECKLIST**

- Cover page, completed and signed.
- Addenda acknowledged (where issued) on Bid Proposal Form, or
- Signed and submitted with modified pricing if requested.
- List of references where projects performed of comparable size and scope within the past three years.
- Schedule of values.
- List of all subcontractors identifying each trade, hourly rates, and Tax ID number.
- Price submitted contains Prevailing Wage Rates, if total project amount exceeds \$100,000.00
- Bid Bond or equal approved security. No exceptions.
- Exceptions itemized and attached to Bid Form.

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

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

*Name* \_\_\_\_\_ *Title* \_\_\_\_\_ *Signature* \_\_\_\_\_ *Date* \_\_\_\_\_

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

**BID PROPOSALS**

Bid proposals are to be submitted in a sealed envelope and clearly marked on the outside “BID #2020-94” 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. Corinne M. Dyer, Senior Buyer: [CDyer@fairfieldct.org](mailto:CDyer@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/c570\\_a-z.htm](https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_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.

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**PAYMENT PROCEDURES**

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

**PAYMENT PERIOD**

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

**THE CONTRACTOR**

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

**ASSIGNMENT OF CONTRACT**

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

**AWARD OF BIDS**

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

**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/c570\\_a-z.htm](https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_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.

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**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.

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. Insurance will be primary and non-contributory with a 30-day notice of cancellation in favor of the Town of Fairfield. Insurance carriers will be no less than A-rated and admitted carrier or subject to review by Town of Fairfield.

**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 \$1,000,000 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 \$1,000,000 each occurrence / \$2,000,000 aggregate
- Products/Completed Operations \$1,000,000 each occurrence / \$2,000,000 aggregate

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/Excess Policy:** An umbrella policy in the amount of \$5,000,000, with respect to all operations the Contractor performs, is required.

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

**Additional Insureds:** The Town of Fairfield, Fairfield Board of Education, its officers, officials, employees, agents, Boards, and Commissions shall be named as Additional Insureds on the General Contractor's and Subcontractors' Commercial General Liability, (for ongoing and completed operations), Automobile, and Umbrella. The coverage shall be primary and non-contributory and contain no special limitations on the scope of protection afforded to the Town of Fairfield. A waiver of subrogation applies under general liability, auto liability and workers compensation.

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

**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.

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**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.

**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](http://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.

**REFERENCES**

Provide reference details of most recent similar scope projects performed.

**REFERENCE #1:**

Name of Company \_\_\_\_\_ Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_ Cell \_\_\_\_\_  
Company Address \_\_\_\_\_ Email \_\_\_\_\_  
Project, Location, & Date Completed \_\_\_\_\_  
\_\_\_\_\_

**REFERENCE #2:**

Name of Company \_\_\_\_\_ Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_ Cell \_\_\_\_\_  
Company Address \_\_\_\_\_ Email \_\_\_\_\_  
Project, Location, & Date Completed \_\_\_\_\_  
\_\_\_\_\_

**REFERENCE #3:**

Name of Company \_\_\_\_\_ Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_ Cell \_\_\_\_\_  
Company Address \_\_\_\_\_ Email \_\_\_\_\_  
Project, Location, & Date Completed \_\_\_\_\_  
\_\_\_\_\_

**REFERENCE #4:**

Name of Company \_\_\_\_\_ Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_ Cell \_\_\_\_\_  
Company Address \_\_\_\_\_ Email \_\_\_\_\_  
Project, Location, & Date Completed \_\_\_\_\_  
\_\_\_\_\_

**REFERENCE #5:**

Name of Company \_\_\_\_\_ Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_ Cell \_\_\_\_\_  
Company Address \_\_\_\_\_ Email \_\_\_\_\_  
Project, Location, & Date Completed \_\_\_\_\_  
\_\_\_\_\_

**SUBCONTRACTORS**

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

**SUBCONTRACTOR #1:**

Name of Company \_\_\_\_\_ Fed ID # \_\_\_\_\_  
Contact Person \_\_\_\_\_ Title \_\_\_\_\_  
Company Address \_\_\_\_\_ Phone \_\_\_\_\_  
Trade \_\_\_\_\_ Email \_\_\_\_\_  
Rates: Supervisor \$ \_\_\_\_\_/hr Foreman \$ \_\_\_\_\_/hr Journeyman \$ \_\_\_\_\_/hr Apprentice \$ \_\_\_\_\_/hr

**SUBCONTRACTOR #2:**

Name of Company \_\_\_\_\_ Fed ID # \_\_\_\_\_  
Contact Person \_\_\_\_\_ Title \_\_\_\_\_  
Company Address \_\_\_\_\_ Phone \_\_\_\_\_  
Trade \_\_\_\_\_ Email \_\_\_\_\_  
Rates: Supervisor \$ \_\_\_\_\_/hr Foreman \$ \_\_\_\_\_/hr Journeyman \$ \_\_\_\_\_/hr Apprentice \$ \_\_\_\_\_/hr

**SUBCONTRACTOR #3:**

Name of Company \_\_\_\_\_ Fed ID # \_\_\_\_\_  
Contact Person \_\_\_\_\_ Title \_\_\_\_\_  
Company Address \_\_\_\_\_ Phone \_\_\_\_\_  
Trade \_\_\_\_\_ Email \_\_\_\_\_  
Rates: Supervisor \$ \_\_\_\_\_/hr Foreman \$ \_\_\_\_\_/hr Journeyman \$ \_\_\_\_\_/hr Apprentice \$ \_\_\_\_\_/hr

**SUBCONTRACTOR #4:**

Name of Company \_\_\_\_\_ Fed ID # \_\_\_\_\_  
Contact Person \_\_\_\_\_ Title \_\_\_\_\_  
Company Address \_\_\_\_\_ Phone \_\_\_\_\_  
Trade \_\_\_\_\_ Email \_\_\_\_\_  
Rates: Supervisor \$ \_\_\_\_\_/hr Foreman \$ \_\_\_\_\_/hr Journeyman \$ \_\_\_\_\_/hr Apprentice \$ \_\_\_\_\_/hr

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