



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

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

BID #2020-98 SEWER LINE CHEMICAL ROOT CONTROL FOR WPCF

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


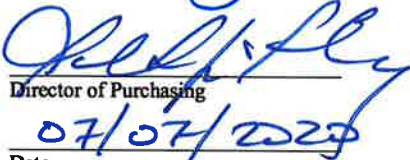
(Mr/Ms) Name and Title, Printed

Signature

Telephone

Fax

E-mail


First Selectwoman

Director of Purchasing
07/07/2020
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, Tuesday, 21st July, 2020

To provide labor, materials, equipment and all else necessary for the sewer line chemical root control 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/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 #2020-98" 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 Water Pollution Control Facility (WPCF) is seeking competitive bids from qualified contractors to provide all labor, material, equipment and all else necessary for the sewer line chemical root control as specified.

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.htm

- 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 **12:00pm on Monday, 13th 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

Response will be in the form of an addendum that will be posted approximately 14th July, 2020 to the Town of Fairfield website, which is 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.

CONTRACT PERIOD

August 1, 2020 through July 31, 2021

The Town intends to award a contract for this work. It may be potentially renewed for an additional four (4) annual (one-year) renewal periods, based on mutual agreement of the parties. The renewal term may include a cost of living allowance (COLA) where agreed upon between the Town and Contractor.

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, plant, mobilization, permits, insurances, etc., required to properly complete the project.
- C. 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.
- D. 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.
- E. The successful bidder MUST secure all required permits (local, state, federal) prior to commencing work on the site.
- F. Award of these services, 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.
- G. **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.**

DETAILED SPECIFICATIONS

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1. GENERAL

The purpose of the project specified herein is to apply chemical root control agent to sanitary sewers, in order to kill the root growth present in the lines and to inhibit re-growth, without permanently damaging the vegetation producing the roots. The chemical agent shall be Razorooter® II or equivalent products. **All alternate products must be submitted and approved by the Owner in writing prior to the bid date.**

The bid submission shall be considered as prima-facie evidence that the Bidder (a.k.a., the Contractor) has familiarized himself with and understands all the conditions under which the Contract is to be awarded, performed, and administered. No letter, stipulation, or exception submitted with a bid shall be accepted.

2. CONTRACTOR RESPONSIBILITIES

The Contractor's attention is drawn to the following terms, conditions and responsibilities:

- Bidders must be licensed with the Connecticut Department of Energy and Environmental Protection (CT DEEP) prior to the bid date. All Bidders must have a minimum level of pesticide application experience and employ a State Certified pesticide applicator on the job site at all times.
- Contractor shall provide Pollution Liability Insurance; in addition to all other insurance and bonds specified herein, see the Terms and Conditions for insurance requirements.
- The Contractor shall provide a money-back guarantee on all work specified herein as set forth below.
- The Contractor is responsible for all property damage and for all cleanup and restoration associated with any chemical spill.
- The Contractor is not responsible for any damages caused by sewer stoppages.
- Where work is located in high-traffic areas, the Contractor shall place proper traffic warning devices to protect the specific job site and to prevent accidents or personal injury to the public.
- The Contractor shall use a reduced-pressure-zone backflow prevention device or air gap whenever accessing fresh water for mixing chemical.
- The Contractor shall return every four (4) to eight (8) months throughout the life of the guarantee, in order to evaluate the success of the project, and to arrange any free guarantee work that may arise.
- The Contractor shall comply with all Federal, State and Local Laws, with special attention to those laws that pertain to the handling, transportation, and use of any hazardous materials, and disposal of all pesticide containers

3. GUARANTEE

For each sewer section (manhole-to-manhole) that is treated under the Contract, the Contractor shall guarantee the work as follows. At the option of the Owner, the Contractor shall, at his own expense, re-treat a sewer section, or refund 100% of the payment received to treat that section, in the event that: (1) live roots are found in the section within six months after the application; or, (2) the section plugs up and floods due to tree-root obstructions within a period of two years, beginning on the date of treatment, and ending two years after the date of treatment. Re-treatments, performed at no charge in honor of the guarantee, do not extend the expiration date of the guarantee.

The guarantee applies to sewer stoppages caused by live tree roots. It does not apply to stoppages caused by grease or other foreign matter; flat, collapsed or deformed pipe; or flooding caused by a surcharged or plugged sewer section downstream from a guaranteed sewer section. This guarantee applies to main line sewers only. The Contractor is not responsible for any damages caused by main line sewer stoppages after the course of treatment, regardless of cause. The decision of the Owner as to the cause of a stoppage is binding.

4. COMPOSITION OF THE CHEMICAL ROOT CONTROL MATERIAL

The chemical root control agent shall be Razorooter™ II or equivalent product that is approved by the Owner in writing prior to the Bid Opening. The chemical root control agent shall be registered with the EPA and the CTDEEP, prior to the bid opening, and shall be labeled for use in sewers to control tree roots. The chemical Root control agent shall contain an active ingredient for controlling sewer roots and deterring their re-growth. There shall also be a surfactant system to deliver the active ingredient (herbicide) to the target root tissue.

a. Active ingredient:

- Shall be a Category “E” compound, the most favorable rating attainable on the U.S. EPA’s chronic exposure toxicological rating scale.
- Shall not be considered a carcinogen, teratogen, mutagen, or oncogene, by the United States Environmental Protection Agency.
- Shall carry a “signal word” assigned by the U.S. EPA of either “Warning” or “Caution” on the product label. Pesticides carrying the signal word “Danger” will not be accepted.
- Shall be non-volatile in order to minimize exposure to collections system workers, treatment plant operators and homeowners through inhalation.
- Products containing the active ingredient(s) metam-sodium or copper sulfate are not allowed.

b. Surfactant system:

- Shall produce a dense, small bubble, clinging foam, which sustains its shape for a minimum of one hour.
- Shall enhance the penetration of herbicide into root masses.
- Surfactants designed to foam chemically, upon contact with water, shall not be accepted.

5. MANNER OF APPLICATION

All work shall be performed according to label instructions and in accordance with the best recommended practice for conditions present in the line under treatment. All applications shall be done by foaming or other methods as provided on the product label. The application of material shall be performed in such a way as to contact roots within the primary main line sewer to be treated. Effort will also be made to penetrate secondary lateral sewers in order to contact roots residing in the “wye” connections. The foam shall be generated through the use of air injection equipment, and the foam shall be pumped into the sewer under pressure as foam.

Foam quality shall be sufficient to penetrate “wye” connections and effectively treat large diameter pipe. Therefore, applications of chemicals designed to generate foam “chemically” on contact with water shall not be accepted.

Manholes used to access a main line sewer section for treatment (Access Manholes) must be treated as part of the main line treatment and included as part of the main line section price per linear foot.

The Contractor must treat additional manholes (manholes not treated as part of a main line sewer section treatment) upon request of the Owner. The Contractor must fully cover the inside manhole wall with a three (3) inch coating of pesticidal foam within twelve (12) inches of the road/ground surface. The Contractor must incorporate a treatment method that complies with all safety and label instructions of the pesticide product accepted for use. See, “Additional Manholes,” Pricing Proposal Page.

Contractors submitting products for use that prohibit the active pumping of root control pesticide product within 50 feet of access manholes must submit an application plan to treat the remaining 50 feet of pipe and manholes that is consistent with label instructions and without exposing applicators, owner’s personnel and bystanders to pesticide vapors. Particular attention must be paid to large diameter pipe and manholes, in which simple purging of the hose will not produce sufficient foam to guarantee full coverage of pipe and manhole walls.

Hydraulic sewer cleaning machines will reduce treatment effectiveness by damaging root growths and inhibiting their uptake of chemical. Hydraulic sewer cleaning machines shall not be used prior to, or during the treatment process.

6. PROPERTY DAMAGES CAUSED BY THE CONTRACTOR

Should the Contractor or his employees cause any damage to public or private property, the Contractor will be required to make repairs immediately. The Owner may, however, elect to make repairs or replacements of damaged property and deduct the cost of such from moneys due or to become due the Contractor under this contract with the Owner. The Contractor shall not be responsible for any damages caused by sewer stoppages after the course of treatment.

7. PROTECTION OF WASTEWATER TREATMENT PLANT

The Contractor shall take all steps necessary and appropriate to prevent adverse effects on wastewater treatment plant processes during the application process.

Notwithstanding the requirement that the active ingredient shall not adversely affect wastewater treatment plant processes. In the event that a wastewater treatment plant experiences any reduction in operating efficiency during the execution of the contract, the Contractor shall immediately suspend all applications, at the direction of the Owner. The Contractor shall continue operations only after problems at the wastewater treatment plant have been corrected, satisfactory to the Wastewater Treatment Plant Operator.

The Contractor shall submit with bid a recent study from an accredited research facility documenting the effects of the proposed product on wastewater treatment plant facilities. At a minimum, this study shall address the toxicity of the product on wastewater treatment plant biota, including nitrifiers and denitrifiers, the toxicity of the product on treatment plant effluent, and the environmental fate of the product. This requirement is mandatory.

8. COMPLIANCE WITH LAWS

The Contractor is directed to ensure compliance with all Federal, State and Local ordinances pertaining to the type of work specified herein. Particular attention shall be paid to those laws and ordinances relating to transportation of material (DOT), the application of sewer root control herbicides (US EPA), and traffic safety regulations. The Contractor's Federal DOT number and material EPA registration number must be submitted with bid.

9. QUALIFICATIONS

The Contractor shall demonstrate a minimum level of five (5) year's direct experience in applying chemical sewer root control agents. The Contractor must have performed at least 10 other jobs similar in size and scope to the work specified herein, and have treated in excess of 750,000 linear feet of sanitary sewer with its own personnel within the last 24 months. Any work performed by subcontractors for the Contractor will not be considered.

The Contractor shall be licensed as a pesticide-application business with the CT DEEP prior to the bid opening. Contractors who do not meet the experience and other qualifications specified herein shall not be considered for award of the contract. Each bidder is required to submit with his bid the contractor qualification form attached to these specifications. Additional references, up to ten, may be requested by the Owner.

All work shall be performed by Certified Pesticide Applicators licensed with the CT DEEP. Certified Pesticide Applicators, shall have a minimum three years' experience in performing the type of work specified, and shall each have personally performed a minimum of 500,000 linear feet of treatments in the last three years as a Certified Pesticide Applicator. A minimum of three Certified Pesticide Applicators that are registered with the CT DEEP, prior to the bid, is required. License numbers for these three applicators and years of experience shall be submitted with the bid. Additional proof of applicator experience may be requested by the Owner.

10. ASSISTANCE PROVIDED BY THE OWNER:

- A representative of the Owner will accompany the Contractor's crew, and/or sewer system drawings will be provided showing the exact locations of the pipes to be treated.
- The Owner shall provide for the entering of private lands, public lands and right-of-ways.
- The Owner shall provide a source of fresh water at a location or locations to be designated by the Owner.
- The Owner shall locate and uncover hidden or buried manholes, and restore street surfaces, easements, etc.

11. PAYMENT

Payment to the contractor shall be made only after all work specified by the Contract has been completed to the Owner's satisfaction, and all reports and submittals requested by the specifications or the Owner have been received by the Owner.

12. **SUBSTITUTES AND PROVEN EQUIVALENTS**

Use of any substitute or equivalent procedures, methods, or materials must be approved by the Owner in writing prior to the bid date.

Should the Contractor wish to use any brand of material other than as specified herein, he shall submit to the Owner for review, complete descriptive literature naming the proposed substitution and manufacturer. Any equivalent material or methods shall comply with the requirements set forth above (see section 4 COMPOSITION OF ROOT-CONTROL MATERIAL, and section 5 MANNER OF APPLICATION).

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 #2020-98,
2. Posted addenda (if any) numbered _____ thru _____, posted at www.fairfieldct.org/purchasing.htm

and have included their provisions in my Proposal. I shall provide all labor, materials, equipment, technical service, insurances, warranties, applicable taxes and licenses, etc, to supply and deliver materials as specified:

Sewer line chemical root control, including all labor, materials, equipment and associated costs, shall be paid for at the unit price bid per linear foot of each size pipe. Unit prices are to be computed per linear foot manhole-to-manhole.

PIPE SIZE	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED PRICE
8 inch	\$ / L. F.	9,050 L.F.	\$
10 inch	\$ / L. F.	1,022 L.F.	\$
12 inch	\$ / L. F.	932 L.F.	\$
		Lump Sum	\$
Additional Manholes*	\$ /Man Hole	NA	NA

*Treatment of manholes not directly connected to main-line sections of pipe specified for treatment.

The Owner reserves the right to reject any or all bids. Bidders are cautioned not to attach any conditions, limitations, or provisions to the proposal as such conditions, limitations or provisions will render their bid informal and cause its rejection.

Submittals: Failure to enclose the following will render this bid non-responsive and result in the rejection of this bid. Indicate whether the following are enclosed.

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	Specimen Label with MSDS
<input type="checkbox"/>	<input type="checkbox"/>	Pollution Liability Insurance Certificate
<input type="checkbox"/>	<input type="checkbox"/>	Contractor's Qualification Page
<input type="checkbox"/>	<input type="checkbox"/>	Contractor's Reference Page
<input type="checkbox"/>	<input type="checkbox"/>	Contractor's Confined Space Entry Employee Certificates (3 minimum)
<input type="checkbox"/>	<input type="checkbox"/>	Product Study on Wastewater Treatment Plants

CONTRACTOR'S QUALIFICATION PAGE
(Submit with Bid)

Failure to complete this page in full, and to provide valid, existing licenses and insurance, as required, will render this bid non-responsive and result in the rejection of this bid.

Contractor Name: _____

Contractor's Connecticut Pesticide Business License #: _____

Contractor Federal Department of Transportation #: _____

Name of Proposed Chemical Root Control Agent: _____

Is the Proposed Product "Restricted Use" by the USEPA? _____

Does the Proposed Chemical Root Control Agent contain Metam Sodium?: _____

USEPA Root Control Agent Registration #: _____

Connecticut Root Control Product Registration #: _____

Does the Contractor have Pollution Liability Insurance as specified? _____

Contractor's Pollution Liability Insurance carrier: _____

Does the Contractor have a minimum 5 years of experience in the type of work specified, treated in excess of 750,000 lineal feet of root treatments in the last 24 months, and completed at least 10 other jobs similar in size and scope, which the Owner can verify?

Are two (2) Copies of Contractor employee Certificates of Completion in confined space entry training, per federal code 29 CFR 1910.146, attached? _____

Has the Contractor enclosed a recent study documenting the effects of the submitted product on wastewater treatment plants? _____

Contractor's Connecticut Certified Pesticide Applicators
(List 3 minimum)

1. Name: _____ Certification #: _____ Years of Experience: _____

2. Name: _____ Certification #: _____ Years of Experience: _____

3. Name: _____ Certification #: _____ Years of Experience: _____

TOTAL FOOTAGE TREATED: _____

Only Contractors experienced in this type of work will be considered for award. Failure to provide sufficient, verifiable references whose total work exceeds 750,000 linear feet will result in rejection of this bid.

The Town has the right to add or remove items and/or quantities from this bid. Unbalanced bids will not be accepted. The Town of Fairfield reserves the right to award the bid with multiple items:

- a) To more than one bidder, based on meeting the item(s) specification, cost, availability, or any combination of these criteria;

- b) 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;
- c) May add, subtract or delete any item and/or quantity as deemed in the best interest of the Town.
- d) All pricing shall include the cost of labor, materials, equipment, tools, mobilization, incidentals, delivery, (where not waived by the Town), licenses, overhead and profit, taxes (except from which the Town is exempt) and insurances.

CHECKLIST

The following must be submitted with proposal:

- Cover page, completed and signed.
- Addenda acknowledged per Item 2 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 sub-contractors identifying each trade, hourly rates, and Tax ID number.

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 and Title of Authorized Representative (Printed)

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 #2020-98” 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

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 Not Required

~~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>~~

~~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.

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

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. 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 Not Required

~~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.

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

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.

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.

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.

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

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

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.

NON-WAIVER CLAUSE

The failure by the Town to require performance of any provision of this bid shall not affect the Town's right to require performance at any time thereafter, nor shall a waiver of any breach or default of a contract award constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

ATTORNEY FEES

In the event of litigation relating to the subject matter of this bid document or any resulting contract award, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

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 #.