

Stratford Town Hall, 2725 Main Street, Stratford, CT 06615 Phone: 203-385-4044 | Fax: 203-385-4046 Email: purchasing@townofstratford.com | www.townofstratford.com





BID #2021-23 FIRE HOSE

SEALED submissions are subject to the standard nstructions set forth on the attached sheets.	Bidder:
Any modifications must be specifically accepted by the Town of Stratford.	Doing Business As (Trade Name)
	Address
Released: Monday, 25th January, 2021	
·	Town / State / Zip
Phillip Ryan, Purchasing Agent	
	Title (Mr/Ms)
	Signature
	Telephone
	E-mail

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

11:00AM, Thursday, 18th February, 2021

NOTE:

- 1. Bidders are to complete all requested data in the upper right corner of this page and must return this page with their bid proposal.
- 2. No bid shall be accepted from, or contracts awarded to, any person/company who is in arrears to the Town of Stratford upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Stratford.
- 3. Submissions are to be submitted in a sealed envelope and clearly marked "BID #2021-23" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.

INVITATION TO BID

The Town of Stratford ("Town") is seeking competitive bids from qualified suppliers to furnish and deliver heavy-duty double jacket fire hose, designed to withstand usage under front line fire fighting and wildland interface fire fighting conditions, per the following specifications.

REQUESTS FOR INFORMATION (RFI) / ADDENDA

Direct all requests in writing to: Town of Stratford, Purchasing Department

Attention: Phillip Ryan, Purchasing Agent E-mail: PRyan@townofstratford.com

NOTE: Verbal requests for information will NOT be accepted.

All requests must be received prior to 12:00PM on Thursday, 4th February, 2021.

Response will be in the form of an addendum that will be posted to the Town of Stratford, Purchasing Department website: http://www.townofstratford.com/purchase no later than close of business on Wednesday, 10th February.

It is the responsibility of each bidder to retrieve addenda from the website. Any contact about this bid between a Bidder and any other Town official and/or department manager and/or Town of Stratford employee, other than as set forth above, may be grounds for disqualification of that Bidder. No questions or clarifications shall be answered by phone, in person or in any other manner than specified above. Addenda will not be mailed, e-mailed or faxed out.

REQUIREMENTS

- 1. All materials and equipment supplied shall be of current manufacture, code and compliance, and shall meet or exceed all specifications described herein. Any deviations must be indicated with the proposal response.
- 2. The awarded bidder must be an authorized dealer/distributor for all items supplied, and must provide proof of all applicable licensing and certification upon request.
- 3. The awarded bidder shall be responsible for all warranty on all items and materials supplied as part of this contract.
- 4. Provide the Town with minimum three (3) business and/or trade references for similar contracts.
- 5. Acceptance: The Town of Stratford will not accept receipt of any item(s) unless all specifications stated in the bid document have been accommodated and/or approved by written consent. The awarded bidder shall be required to correct any nonconforming issues, at no expense to the Town of Stratford.
- 6. Exceptions: Bidders are required to provide full details of any exceptions to the specifications; details must be submitted separately and attached to the Proposal Bid Form.
- 7. The Town of Stratford 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) and may add, subtract or delete any item and/or quantity as in the best interest of the Town.
- 8. Bidders may be required to submit descriptive literature and/or provide samples for all items being supplied prior to award of contract, and must be an authorized dealer and/or distributor for such items.
- 9. Upon award of bid the Town will issue a purchase order verifying delivery details.

ITEM #1: 5" LDH FIRE HOSE

JACKETS:

- 1. The hose shall be of double jacket construction.
- 2. The inner jacket shall be made with high tenacity filament polyester yarn in both the warp and weft directions to provide maximum strength.
- 3. The outer jacket shall be created of a breathable material.
- 4. The outer jacket shall be made with virgin spun polyester warp yarn and a filament polyester weft yarn. <u>Hose made using nylon or other materials shall not be considered as meeting this specification</u>. The hose number and date of manufacture shall be stenciled 12" from each coupling.
- 5. The hose outer jacket shall have a minimum filler yarn of 11.3 per inch (445 per meter).
- 6. The hose shall be resistant to chemicals and petroleum products, rot and mildew, hydrolysis, and resist deterioration due to exposure to UV rays and ozone.

PERFORMANCE:

- 1. The hose shall have minimum service, test and burst pressures as specified in the Technical Chart. Hose that does not meet these minimum requirements shall not be considered as meeting this specification.
- 2. The hose shall have a maximum flow with minimum friction loss.
- 3. The hose jacket shall be highly abrasion resistant.
- 4. There shall be no defects, dirt, knots, lumps or other irregularities affecting the performance of the hose.
- 5. The hose must resist kinking and remain flexible to -65 degrees Fahrenheit or (-55*C).
- 6. The successful bidder(s) shall provide testing certification of all hose purchased.

LINING:

- 1. The hose lining shall have excellent resistance to chemicals, but not limited to, petroleum products, ozone and U.V.
- 2. The hose lining shall be approved for use with potable water.
- 3. The thermoplastic lining material used for this specification shall have a flawless record in the fire hose industry.
- 4. The hose jacket shall be lined by the patented Metrex method. The lining material in its molten state shall fill the corrugation of the weave fusing to every warp and filler thread and provide a very smooth and low friction waterway. No adhesive or backing material shall be used to bond the lining and it shall yield maximum flow with minimum friction loss. A hose manufactured by inverting an exterior coated hose shall not be considered as meeting this specification. Hose manufactured with the use of adhesives or backing for bonding the liner, or hose made with rubber liners shall not be considered as meeting this specification.

COUPLINGS:

Couplings shall have a gold anodized finish and be of "Storz" type sexless couplings. Each coupling shall have lock protection in the form of spring loaded locks numbering (2) per coupling. The country of origin should be clearly visible on the coupling per NFPA 1963. The couplings must also have a recessed area to facilitate color and bar coding and/or identification makings.

STANDARD:

Fire hose manufactured to this specification shall meet and exceed all performance requirements of NFPA 1961, Underwriters Laboratories & Factory Mutual.

TECHNICAL CHART FOR LDH HOSE:

Hose Size	Bowl Size	Weight 50' Un-coupled	Coil Diameter	
5.00 in.	5 3/8 in.	43.0 lbs.	17.0 in.	
Service Pressure	Proc	of Pressure	Burst	
300 psi	600 psi		900 psi	

ITEM #2: 2-1/2" FIRE HOSE

JACKETS:

- 1. The hose shall be of double jacket construction.
- 2. The inner alone shall be a NFPA compliant attack hose, made with 100% filament polyester wrap and weft yarn.
- 3. The outer jacket shall be made with virgin spun polyester warp yarn and a minimum of 10 filament polyester weft yarn picks per inch (394 per meter). Hose made using nylon or other materials shall not be considered as meeting this specification.
- 4. The hose outer jacket shall have two 5/8" (16 mm) wide red strips, ½" (6 mm) apart, running the full length of the jacket.
- 5. The outer jacket shall be impregnated in one of the standard NFPA colors with high performance polymeric dispersion. The hose number and date of manufacture shall be stenciled 12" from each coupling.

LINING:

- 1. The lining (waterway) must be made from polyurethane, and must be applied using a fused process that welds the polyurethane directly to the textile while the hose is being woven, without the use of adhesives or hot melt.
- 2. The fused lining process must create a virtually inseparable unit without the use of adhesives, yielding an extremely low friction (pressure) loss by filling in the corrugations of the weave, creating an ultra thin and smooth waterway.
- 3. Fire hose made using adhesives of any type do not meet this specification.
- 4. The lining shall be approved for use with potable water.

ADHESION:

1. The adhesion shall be such that the rate of separation of a 1-1/2" / 38mm strip of polyurethane, transversely cut, shall not be greater than 1/4" / 6mm per minute under a weight of 12 lbs / 5.5 kg.

KINK TEST:

- 1. HIGH PRESSURE: A full length shall withstand, without damage, a hydrostatic pressure of 600 psi / 4140 kPa while kinked.
- 2. LOW PRESSURE: The hose shall not kink when formed into a 25" / 64cm wide loop (outside measure) at 60 psi / 415 kPa internal water pressure.

COLD TEMPERATURE FLEXIBILITY:

1. The hose must remain flexible to -65*F (-55*C)

WEIGHT:

1. Each length of fire hose shall not weigh more than indicated in the specification table.

COUPLING SPECIFICATIONS:

- 1. The female coupling shall have at least three (3) reflective arrows, in order to be visible from any position.
- 2. The reflective arrows must be engraved into and below the surface of the coupling to resist abrasion.
- 3. The arrows must point in the direction of the water source for a standard hose connection.

MANUFACTURE:

1. Both hose and couplings must be manufactured in North America and be NAFTA compliant.

WARRANTY:

1. The fire hose shall have "Two-Year All Hazards Warranty"

PERFORMANCE:

- 1. The hose shall have minimum service, test and burst pressures as specified in the Technical Chart. Hose that does not meet these minimum requirements shall not be considered as meeting the specification.
- 2. The hose shall have a maximum flow with minimum friction loss.
- 3. The hose jacket shall be highly abrasion resistant.
- 4. There shall be no defects, dirt, knots, lumps or other irregularities affecting the performance of the hose.

STANDARDS:

Fire hose manufactured to this specification shall meet and exceed all performance requirements of NFPA 1961, Underwriters Laboratories & Factor Mutual.

- 1. Standard with Permatek HP Treatment in (9) nine color options.
- 2. 2 1/2 inch fire attack hose in 50 ft. lengths with one NST threaded male connection and one NST threaded female connection.
- 3. The awarded bidder must provide a chart with burn through rates as specified in NFPA 1961 2018 edition. The chart shall be broken into burn through times, and specific colors of hoses tested with performance of the hose flowing water and static.

TECHNICAL CHART FOR 2 1/2" HOSE

Hose Size	Bowl Size	Weight 50' Un-coupled	Coil Diameter
2 1/2 in.	3 in.	21 lbs.	19.0 in.
Service Pressure	Proof Pressure		Burst
400 psi	800 psi		1450 psi

ITEM #3: 1-3/4" FIRE HOSE

JACKETS:

- 1. The hose shall be of double jacket construction.
- 2. The inner alone shall be a NFPA compliant Attack hose, made with 100% filament polyester wrap and weft yarn.
- 3. The outer jacket shall be made with virgin spun polyester warp yarn and a minimum of 10 filament polyester weft yarn picks per inch (394 per meter). Hose made using nylon or other materials shall not be considered as meeting this specification.
- 4. The hose outer jacket shall have two 5/8" (16 mm) wide red strips, 1/4" (6 mm) apart, running the full length of the jacket.
- 5. The outer jacket shall be impregnated in one of the standard NFPA colors with high performance polymeric dispersion. The hose number and date of manufacture shall be stenciled 12" from each coupling.

LINING:

- 1. The lining (waterway) must be made from polyurethane and must be applied using a fused process that welds the polyurethane directly to the textile while the hose is being woven, without the use of adhesives or hot melt.
- 2. The fused lining process must create a virtually inseparable unit without the use of adhesives, yielding an extremely low friction (pressure) loss by filling in the corrugations of the weave, creating an ultra thin and smooth waterway.
- 3. Fire hose made using adhesives of any type do not meet this specification.
- 4. The lining shall be approved for use with potable water.

ADHESION:

1. The adhesion shall be such that the rate of separation of a 1-1/2" / 38mm strip of polyurethane, transversely cut, shall not be greater than 1/4" / 6mm per minute under a weight of 12 lbs. / 5.5 kg.

KINK TEST:

- HIGH PRESSURE: A full length shall withstand, without damage, a hydrostatic pressure of 600 psi / 4140 kPa while kinked.
- 2. LOW PRESSURE: The hose shall not kink when formed into a 25" / 64cm wide loop (outside measure) at 60 psi / 415 kPa internal water pressure.

COLD TEMPERATURE FLEXIBILITY:

1. The hose must remain flexible to -65*F(-55*C)

WEIGHT:

1. Each length of fire hose shall not weigh more than indicated in the specification table.

COUPLING SPECIFICATIONS:

- 1. The female coupling shall have at least three (3) reflective arrows, in order to be visible from any position.
- 2. The reflective arrows must be engraved into and below the surface of the coupling to resist abrasion.
- 3. The arrows must point in the direction of the water source for a standard hose connection.

MANUFACTURE:

1. Both hose and couplings must be manufactured in North America and be NAFTA compliant.

WARRANTY:

1. The fire hose shall have "Two-Year All Hazards Warranty"

PERFORMANCE:

- 1. The hose shall have minimum service, test and burst pressures as specified in the Technical Chart. Hose that does not meet these minimum requirements shall not be considered as meeting the specification.
- 2. The hose shall have a maximum flow with minimum friction loss.
- 3. The hose jacket shall be highly abrasion resistant.
- 4. There shall be no defects, dirt, knots, lumps or other irregularities affecting the performance of the hose.

STANDARDS:

Fire hose manufactured to this specification shall meet and exceed all performance requirements of NFPA 1961, Underwriters Laboratories & Factory Mutual.

- 1. Standard with Permute HP Treatment in (9) nine color options.
- 2. 1-3/4" fire attack hose in 50 ft. lengths with one NST threaded male connection and one NST threaded female connection.
- 3. The awarded bidder must provide a chart with burn through rates as specified in NFPA 1961 2018 edition. The chart shall be broken into burn through times, and specific colors of hoses tested with performance of the hose flowing water and static.

TECHNICAL CHART FOR 1-3/4" HOSE

Hose Size	Bowl Size	Weight 50' Un-coupled	Coil Diameter
1.75 in.	2 1/8 in.	14.8 lbs.	17.0 in.
Service Pressure		Proof Pressure	Burst
400 psi		800 psi	1500 psi

ITEM #4: 1" FORESTY HOSE

One (1) inch NFPA 1961 Forestry Fire Hose.

Provide price options in proposal for two (2) types of forestry hose:

- one (1) type with the ability to weep, and
- one (1) type that contains all water.

JACKET:

The jacket shall be made with virgin spun polyester warp yarn and a filament polyester weft yarn, and shall have a minimum filler (weft) yarn of 10.4 per inch.

The jacket shall be impregnated in a specified color determined by the Stratford Fire Department.

LINING:

The lining must be made from polyurethane and must be applied using a fused process that welds the polyurethane directly to the textile while the hose is being woven, without the use of adhesives or hot melt. The fused lining process must create a virtually inseparable unit without the use of adhesives, yielding an extremely low friction (pressure) loss by filling in the corrugations of the weave, creating an ultra thin and smooth waterway. Fire hose made using adhesives of any type do not meet this specification. The lining shall be approved for use with potable water.

FLOW AND FRICTION LOSS:

Forestry hose meeting the specification shall be able to flow at a minimum 70 GPM with a maximum friction loss of no more that 10 PSI per 100 feet. Proof of flow testing shall be provided by the manufacturer.

COUPLINGS:

Couplings shall be in conformance with the current NFPA Standard and made of extruded aluminum, hard coated minimum of .002" thick. Couplings shall be manufactured in North America and permanently labeled with country of origin.

Each length shall be furnished with one (NST) Female coupling with rocker lugs and one (NST) Male coupling.

STANDARDS:

Fire hose manufactured to this specification shall meet or exceed all performance requirements of NFPA 1961, Underwriters Laboratories, Factory Mutual and USDA Spec 5100-187C Type II for 1" (25mm) and 1 ½" (38mm).

BID PROPOSAL FORM

PROPOSAL TO: Town of Stratford - Purchasing Department

2725 Main Street - Room 202 Stratford, Connecticut 06615

I,			have receiv	ed the following contract documents,
		#2021-23, a numbered through posted at <u>www.townofstratford.com/purchase</u> and have provisions in my proposal.		
ITEM	I #1 : 5" LDH SUPP	PLY HOSE with Storz co	ouplings.	
\$	per 100	feet length		
Make/	/Model:	del: Warranty:		
ITEM	I #2 : 2-1/2" ATTAC	CK HOSE with (1) NST	threaded male and (1) NST thr	eaded female connection.
\$	per 50 j	^s eet length		
Make/	/Model:		Warranty):
Make/ ITEM Weep	1 #4 : 1" FORESTY ing: \$	HOSE with (1) NST thr _ per 50 feet length	eaded male and (1) NST thread Water Containing: \$	
-			Water Containing: \$	per 100 feet length
Weepi	ing: Make/Model:		Warranty	<u>; </u>
W/Coi	nt: Make/Model:		Warranty	<u>; </u>
The To	own of Stratford reser	eves the right to award the	e bid with multiple items:	
a)	To more than one b	idder, based on meeting t	he item(s) specification, cost, av	ailability, or any combination of these criteria;
b)		r who meets the specificadest product range;	cations for all items, and offe	rs the best combination of lowest cost, best
c)	Town may add, sub	tract or delete any item a	nd/or quantity as deemed in the b	pest interest of the Town.
d)	shipping, delivery,	unit pricing shall include the cost of labor, materials, equipment, tools, mobilization, incidentals, hardware, warranty ping, delivery, permits (where not waived by the Town), licenses, overhead and profit, taxes (except from which Owne tempt) and insurances.		
Name a	and Title of Authorized Re	ep (Printed)	Signature	Date

REFERENCES

Provide reference details of most recent similar scope projects performed:

Contact Person _____

Company Address _____

Date work completed _____

REFERENCE #1:	
Name of Company	Phone
Contact Person	Cell
Company Address	Fax
Date work completed	Email
REFERENCE #2:	
Name of Company	Phone
Contact Person	Cell
Company Address	Fax
Date work completed	Email
REFERENCE #3:	
Name of Company	Phone
Contact Person	Cell
Company Address	Fax
Date work completed	Email
REFERENCE #4:	
Name of Company	Phone
Contact Person	Cell
Company Address	Fax
Date work completed	Email
REFERENCE #5:	
Name of Company	Phone

Cell _____

Fax _____

Email _____

PURCHASING DEPARTMENT TOWN OF STRATFORD INSTRUCTIONS FOR BIDDERS TERMS AND CONDITIONS OF BID

BID PROPOSALS

Bid proposals are to be submitted in a <u>sealed envelope</u> and clearly marked on the outside "<u>BID #2021-23</u>" including all outer packaging such as DHL, FedEx, UPS, etc. All prices and notations must be printed in ink or typewritten. No erasures are permitted. Bid proposals are to be in the office of the Purchasing Department, Town Hall, 2725 Main Street, Room 202, Stratford, Connecticut, prior to date and time specified, at which time they will be publicly opened.

RIGHT TO ACCEPT / REJECT

AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE TOWN OF STRATFORD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, OR ANY PART THEREOF, OR WAIVE DEFECTS IN SAME, OR ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE TOWN OF STRATFORD.

POWER OF REJECTION

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

OUESTIONS

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

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

Inquiries must reference date of bid opening, requisition or contract number, and must be received <u>no later than as indicated in the bid documents</u> prior to date of bid opening. Failure to comply with these conditions will result in the bidder waiving the right to dispute the bid specifications and conditions.

PRICES

Prices quoted must be firm, for acceptance by the Town of Stratford, for a period of ninety (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.

PERMITS

The Contractor shall be responsible for securing all necessary permits, state and local, and as required by the Town of Stratford.

PAYMENT PROCEDURES

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

PAYMENT PERIOD

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

THE CONTRACTOR

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

ASSIGNMENT OF CONTRACT

No contract may be assigned or transferred without the consent of the Town of Stratford.

AWARD OF BIDS

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

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.

OSHA

The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with Federal and State of Connecticut OSHA standards. The successful bidder will agree to indemnify and hold harmless the Town of Stratford for any and all damages that may be assessed against the Town.

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.

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, <u>including for non-payment of premium</u>, unless the Town has had thirty (30) days prior notice in writing. Certificates of renewals or changes in policies shall be delivered to the Owner at least thirty (30) days prior to the expiration of the policy.

All insurance issuers chosen by the Contractor must be licensed to do business in the State of Connecticut and rated A- or better by A.M. Best Rating Services.

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

The insurance requirements set forth below are minimum limits of coverage only and in no way limit the Contractor's liability.

The following insurance is required to be maintained in full force until all work required by the contract has been fully completed, except that Products/Completed Operations coverage shall be maintained for five (5) years.

Worker's Compensation Insurance: The Contractor shall carry Worker's Compensation and Employer's Liability Insurance in the form and in such amounts as may be currently required to comply with the Labor Laws of the State of Connecticut.

<u>Automobile Insurance</u>: 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 \$2,000,000
- Products/Completed Operations \$2,000,000

This policy shall include Subcontractor's Liability coverage, protecting the Contractor and the Town against liability arising out of the activities of Subcontractors engaged by him in the performance of the work.

<u>Umbrella Policy:</u> An umbrella policy in the amount of \$5,000,000, covering general liability, auto liability, and employer liability is required.

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

Additional Insureds: The Town of Stratford, Stratford Board of Education, its officers, officials, employees, agents, Boards, and Commissions shall be named as Additional Insureds. The coverage shall be primary and non-contributory and contain no special limitations on the scope of protection afforded to the Town of Stratford. A waiver of subrogation applies under general liability, auto liability and workers compensation.

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

Garage Keepers / Shop Keepers Liability:

The coverage should be primary and include physical damage coverage to vehicles, fire apparatus, ambulances and heavy equipment while in the repair facility.

Limits: \$2,000,000

<u>Subcontractor's Insurance</u>: Each Subcontractor engaged by the Contractor to perform any work under the Contract shall obtain all insurance required of the Contractor in the same amounts and subject to the same provisions specified above for the Contractor, including the Additional Insured requirement. Certificates of Insurance shall be submitted to the Contractor and the Town and approved by the Town, before commencing any work.

HOLD HARMLESS

Contractor shall defend, indemnify, and hold harmless the Town of Stratford, its officers, employees, agents or volunteers, from and against any and all claims and demands of any nature for any loss, damage or injury which any person may suffer by reason of, or in any way arising out of, this Agreement, unless caused by the sole negligence of the Town.

FEDERAL, STATE, AND LOCAL LAWS

All applicable Federal, State and local laws, rules and regulations of all authorities having jurisdiction over the locality of the 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, committee or council of the Town, whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, committee or council of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee or council of which he/she is a member.

SCOPE OF WORK / SITE INSPECTIONS

The bidder declares that the scope of the work has been thoroughly reviewed and any questions resolved (see above for name and number of individual to contact for questions). If applicable, the bidder further declares that the site has been inspected as called for in the specifications (q.v.).

EXCEPTION TO SPECIFICATIONS

No protest regarding the validity or appropriateness of the specifications or of the Invitation for Bids will be considered, unless the protest is filed in writing with the Purchasing Agent prior to the closing date for the bids. All bid proposals rendered shall be considered meeting the attached specifications unless exceptions are noted on a separate page dated and signed by the bidder.

UNLESS OTHERWISE NOTED

It will be assumed that all terms and conditions and specifications will be complied with and will be considered as part of the Bid Proposal.

TAX EXEMPT

Federal Tax Exemption 06-6002103.

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