



BID #2020-44
LIQUID SLUDGE HAULAGE & DISPOSAL
WATER POLLUTION CONTROL FACILITY

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

Released: Monday, 6th April, 2020

Phillip Ryan, Purchasing Agent

Bidder:

Doing Business As (Trade Name)

Address

Town / State / Zip

Title (Mr /Ms)

Signature

Telephone

E-mail

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

11:00AM, Thursday, 23rd April, 2020

NOTE:

1. Bidders are to complete all requested data in the upper right corner of this page and must return this page with their bid proposal.
2. No bid shall be accepted from, or contracts awarded to, any person/company who is in arrears to the Town of Stratford upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Stratford.
3. Submissions are to be submitted in a sealed envelope and clearly marked “BID #2020-44” on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.

REQUEST FOR PROPOSAL

The Town of Stratford (“Town”) is seeking bids from qualified contractors to provide all labor, tools and equipment, and all else as necessary, to perform removal, haulage and proper disposal of sludge from the Water Pollution Control Facility (WPCF) located at 105 Beacon Point Road, Stratford, CT.

Bid price must include removal and haulage of liquid sludge from the WPCF and proper disposal at the Contractor’s facility, including all fuel surcharges.

Approximately 10,000,000 gallons of waste material (“liquid sludge”) is shipped per year. The sludge is currently hauled in 6,500 gallon trailers. On average, five (5) trailers are shipped per day, six (6) days per week.

Typical shipping schedule is Monday through Saturday, with occasional Sundays to compensate for holidays. Shipping hours are from 6:30AM to 1:30PM (last arrival) with minimum half hour window between each arrival.

Contractor must identify name and location(s) of certified processing facilities as part of this contract, including all subcontractors.

Contractor must identify fleet equipment including load capacities to be utilized for haulage and proper disposal of sludge.

TERM / RENEWAL OF CONTRACT

To commence 1st July, 2020 – 30th June, 2021

The Town intends to award a twelve month contract with four (4) one-year optional renewal terms. Each renewal term may be extended at the sole discretion of the Town.

On (60) days advance written notice, the Town may renew the 2020 contract per the same terms and conditions, including a mutually agreed upon optional cost of living allowance (COLA) adjustment reflecting the CT-DOL market: <http://www1.ctdol.state.ct.us/lmi/cpi.asp>

In the event that the awarded bidder (“Contractor”) does not perform the work in accordance with the specifications and/or scope of services, the Town reserves the right to terminate the contract upon (10) business days’ written notice.

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 in writing prior to 12:00PM on Tuesday, 14th April, 2020.

Response will be in the form of an addendum that will be posted approximately Monday, 20th April, 2020 to the Town of Stratford, Purchasing Department website: <http://www.townofstratford.com/purchase>

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

REQUIREMENTS

1. The Contractor and/or his/her subcontractor(s) must be authorized to perform the work per all federal, state and local requirements per industry standard, and shall be required to provide proof of all applicable licensing, permits and certification. The Contractor will be responsible for securing all necessary permits, state, federal and local. Contractor is required to have all current licenses, business permits and other permits required to perform the services of this agreement.
2. Provide the Town with minimum three (3) business/trade references.
3. The Contractor shall be required to correct any nonconforming issues, at no expense to the Town.
4. 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.
5. All pricing in proposal must include necessary tools, equipment, labor, fleet and incidentals to perform the work.
6. Prices must remain firm from date of award through the first (12) months of the contract period. After the initial (12) months of the contract period, prices will be subject to increase at the twelve (12) month minimum intervals, in labor costs. The Town reserves the right to reject any requested price increase deemed excessive in the opinion of the Town and cancel the contract. The Contractor must submit a formal request for an increase to the Purchasing Department, no later than thirty (30) days prior to the effective price increase date. The request shall contain the date the increase takes effect. No retroactive price increases will be allowed.
7. 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 whereupon the Town shall provide the Contractor with two (2) weeks' written notice.
8. No contract may be assigned or transferred without the written consent of the Town. Any proposal submitted by a bidder who intends to act as an intermediary contractor between two (2) or more parties in negotiating an agreement will not be accepted; that is, brokered contracts will not be permitted. If any subcontractor is to be utilized as part of this contract at the Contractor's facility, please identify each trade and labor rates with Proposal Bid Form.
9. The Town reserves the right to utilize any contractor with valid State contract pricing in order to ensure competitive pricing. For more information, refer to the State of Connecticut Department of Admin Services (DAS) website: www.das.state.ct.us
10. The Contractor shall be responsible for any repairs to Town owned grounds and/or buildings resulting from damages caused by the Contractor when performing the work on-site.
11. All surplus waste material and related items must be disposed of properly by Contractor, unless otherwise stated in writing.

FORMAT OF SUBMISSION

1. Submit details of any additional services to be provided, including price.
2. Identify any resources and/or assistance you will require from the Town of Stratford.
3. Respondents are strongly encouraged to verify the scope of services prior to submitting a proposal. The Town reserves the right at all times to increase or decrease the project scope as deemed in its best interest.
4. Provide full details of any exceptions. The Town retains the right to accept or reject any or all exceptions.

SCOPE OF SERVICES

Summary / Existing Conditions

The material to be collected and transported is liquid sludge with an average of 5.5% - 6% solids. No cake, no dewatered cake.

Product will dry to approximately 2,500 dry tons per year.

Product is a mixture of primary and secondary sludge.

Trucks are loaded at an average 300gpm, 4" line with cam locks, vented with 2" line with cam locks. Trailer must have a vent line to the tail.

Stratford WPCF has four (4) 56,400 gallon holding tanks with 225,600 gallon maximum capacity.

Scheduling is currently handled via telephone or e-mail. Operator will notify carrier the number of trucks required each day for following week, some adjustments will occur during week.

The estimated sludge quantity is 10,000,000 gallons per year:

- 32,500 gallons per day, five (5) trailers per day.
- Six (6) days per week, some Sundays and some holidays.

Screenings, rags and grit are handled under separate contract.

Material Spills

If at any time materials covered under this Contract are spilled onto a street or any property, whether publicly or privately owned by the Contractor, or the contents of a truck are spilled or illegally dumped onto a street or property, whether publicly or privately owned, the Contractor shall clean up the spilled or illegally dumped material immediately. The materials shall be cleaned up in compliance with all federal and state laws and regulations and in a manner so as to restore the cleanliness of the property and the safety of the occupants, and the Contractor shall pay all cost, including those to the Town for legal services, fees, fines, and penalties associated with the spillage or dumping. Any spill caused by the Contractor during normal working hours shall be reported to the Department of Energy and Environmental Protection, the Department of Public Health Water Supply Section, and Stratford Director of Health within two-hours. Spills that occur outside of normal working hours (8:30 am to 4:30 pm) shall notify the Emergency Response Unit and the Department of Health at within two-hours of occurrence. Failure to clean up and report to the proper agencies listed above within 24 hours notice shall be grounds to terminate the contract.

The Contractor is responsible for ensuring OSHA compliance, and his responsibility includes supervising and monitoring work conditions for OSHA compliance. If the Contractor uses subcontractors, the Contractor is responsible for ensuring that the subcontractors fulfill their obligations with respect to employee safety, particularly including those, which affect the entire site. The Owner shall consider OSHA violations over the past five years in determining the ability of the Contractor to comply with OSHA requirements and in determining whether the Contractor is an acceptable bidder. If there has been an OSHA violation within the past five (5) years (measured from the date of the bid), the Contractor shall provide copies of the citation(s), all documents regarding final determination of such citations including settlements or any explanations(s) of such violation(s).

Technical

1. Contractor shall provide the services at its sole cost and expense, including the purchase of all equipment, materials, labor, services, insurance, utilities and similar costs that are required to perform the service requested.
2. Contractor shall be responsible to obtain and maintain all permits and approvals necessary for the performance of the service requested. The Contractor shall be fully responsible, without additional compensation whatsoever, to comply with any and all applicable laws, including, without limitation, local, state, and federal requirements. Such requirements shall include all environmental, OSHA, Department of Transportation regulations and any other provisions, which may apply to the handling, transportation, storage, processing, or disposal of the sludge.

3. Contractor shall operate its facilities and equipment in accordance with the provisions of the Contract, including good operating practices and in accordance with all local, state, and federal laws and regulations.
4. The Contractor shall accept at the Town's site, the sludge and transport, process and dispose of all sludge generated by the Town during the term of the Contract. The Contractor specifically recognizes that the quantity and characteristics of the sludge to be generated by the Town will vary from time-to-time from that represented in the proposal, and his price shall allow for such variations. All sludge accepted by the Contractor shall become the property of the Contractor upon placement into the Contractor's vehicle (or of any approved subcontractor).
5. The Contractor shall prepare at its sole expense, necessary local, state and federal (where appropriate) permits and approval applications necessary to provide the services called for by the contract. The Town will cooperate and provide information and support as reasonably needed, to obtain such approvals.
6. The Contractor shall dispose of all residue and non-processibles at its expense and in accordance with all applicable local, state and federal law.
7. At any time during the term of operations, the Contractor shall reimburse the Town for any and all additional costs the Town incurs for the transportation and disposal of sludge due to the inability or unwillingness of the Contractor to accept and process sludge at any time, as provided for in the specifications.
8. The Contractor shall assist loading and then, haul and properly dispose of the liquid sludge. The average loading time is 25-35 minutes. The Contractor shall provide six (6) day per week hauling, which will be coordinated with the WPCF. The Contractor shall be responsible for keeping their trucks clean, cleaning spilled sludge off the vehicles and keeping the sludge loading area clean. The hours of operation shall be from 6:30AM to 1:30PM, Monday through Friday. No pick-up on Town Holidays.
9. The Contractor shall comply with all regulatory requirements governing the handling and disposal of municipal wastewater sludge. These include, but are not limited to 40 CFR Part 503 as well as other federal, state, and local requirements. EPA: <https://www.epa.gov/biosolids/biosolids-laws-and-regulations>
10. Payments for services rendered to the Contractor shall be based upon Contractor's submission of monthly invoices in such form and detail reasonably required by the Town. The Town shall have thirty days after receipt of invoices in approved form to make payment. Payments for liquid sludge shall be based upon such measurement procedures to which the Town agrees.

Checklist

(Yes / No)

- | | |
|--|-------|
| 1. Unit Pricing | _____ |
| 2. Addenda Acknowledgement | _____ |
| 3. Bid Bond | _____ |
| 4. Non-Collusion Affidavit | _____ |
| 5. Statement of Qualifications | _____ |
| 6. Proposed Subcontractors | _____ |
| 7. Proposed Processing Facilities(s) | _____ |
| 8. Sludge Processing Site Certifications | _____ |
| 9. Spill Response Plan | _____ |
| 10. Proposed Fleet Equipment | _____ |
| 11. Back Up Fleet Equipment Plan | _____ |
| 12. List of any Restrictions | _____ |

PROPOSAL

The undersigned, having familiarized himself/herself with the existing conditions including the project site, hereby proposes to furnish all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, services, materials not supplied by the Owner, and all else necessary, including utility and transportation services required to perform and complete the Contract, for the unit price as indicated below.

The estimated material quantity of 10,000,000 gallons is provided for the purpose of determining the award. Town reserves the right to increase or decrease quantities. Payment to the Contractor will be based on completed measured quantities.

The Town will not guarantee production of a minimum quantity of sludge under this contract, nor does the Town warrant or represent that it is indicative of future sludge production.

Unit Price: \$ _____ /gallon. _____ /ton
Written Amount

Unit price must include removal and haulage from Town’s facility, including delivery to and proper disposal at the Contractor’s certified facility. Unit price shall include all fuel surcharges.

Disposal Facility:

Name: _____ Address: _____

Name: _____ Address: _____

Transportation Company:

Name: _____ Address: _____

Name: _____ Address: _____

Proposal must include detailed description of services to be performed and all associated costs that may be incurred by Town:

Provide information regarding number of years in business, size of firm, and location.

Number of years in business: _____ Number of employees: _____ (full time) _____ (part time)

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

Name _____

Title _____

Signature _____

Date _____

REFERENCES

Provide details of most recently performed and completed projects of equal scope:

REFERENCE #1:

Owner	Contact Person	Phone	E-mail
_____	_____	_____	_____
Description of the Work			

REFERENCE #2:

Owner	Contact Person	Phone	E-mail
_____	_____	_____	_____
Description of the Work			

REFERENCE #3:

Owner	Contact Person	Phone	E-mail
_____	_____	_____	_____
Description of the Work			

This page must be fully completed and submitted with your proposal, including accurate contact names and contact details.

Prospective bidders may opt to submit own formatted reference sheets with complete project details and contact information.

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 _____ E-mail _____

Rates: Supervisor \$ _____/hr Foreman \$ _____/hr Journeyman \$ _____/hr Apprentice \$ _____/hr

SUBCONTRACTOR #2:

Name of Company _____ Fed ID # _____

Contact Person _____ Title _____

Company Address _____ Phone _____

Trade _____ E-mail _____

Rates: Supervisor \$ _____/hr Foreman \$ _____/hr Journeyman \$ _____/hr Apprentice \$ _____/hr

SUBCONTRACTOR #3:

Name of Company _____ Fed ID # _____

Contact Person _____ Title _____

Company Address _____ Phone _____

Trade _____ E-mail _____

Rates: Supervisor \$ _____/hr Foreman \$ _____/hr Journeyman \$ _____/hr Apprentice \$ _____/hr

SUBCONTRACTOR #4:

Name of Company _____ Fed ID # _____

Contact Person _____ Title _____

Company Address _____ Phone _____

Trade _____ E-mail _____

Rates: Supervisor \$ _____/hr Foreman \$ _____/hr Journeyman \$ _____/hr Apprentice \$ _____/hr

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

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

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.

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

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.

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.

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 Stratford 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

BOND REQUIREMENT – NON-RESIDENT CONSTRUCTION CONTRACTORS

Overview: The law requiring nonresident construction contractors to furnish security for Connecticut taxes arising from jobs performed in Connecticut has been changed in the following major ways:

- Under the law as amended, there are two classes of nonresident contractors: verified and unverified. A nonresident prime or general contractor may gain verified status and thus eliminate the requirement to file a surety bond with the Department of Revenue Services (DRS), and a nonresident subcontractor may become verified and thus eliminate the requirement for the prime or general contractor to hold back a portion of the amount owed the subcontractor under the contract.
- Under the law as amended, a single surety bond for 5% of the entire project price is required to be filed with DRS by an unverified prime or general contractor where the contract price for the entire project is \$250,000 or more. A person doing business with an unverified prime or general contractor for such a project must obtain proof that such contractor has filed a bond with DRS, but is no longer required to withhold an amount from payment due such contractor under the contract.
- A prime or general contractor must hold back 5% of the amount due an unverified subcontractor until the subcontractor obtains and furnishes AU-968, *Certificate of Compliance*, from DRS. An AU-968 authorizes the prime or general contractor to release all or a portion of the amounts held back from payment to the unverified subcontractor.

Prior law required compliance with one of three options to secure payment of Connecticut taxes for each contract with a nonresident prime or general contractor and with a nonresident subcontractor: (i) a nonresident contractor could furnish DRS a guarantee bond for 5% of the total contract price; or (ii) a nonresident contractor could furnish DRS a cash bond for 5% of the total contract price; or (iii) persons doing business with nonresident contractors would be required to withhold 5% of the total contract price and deposit it with DRS. This law meant that compliance with the law was required for each subcontract for a single project to real property in Connecticut. As under prior law, owners or tenants of residential real property are excluded from the requirements of Conn. Gen. Stat. §12-430(7).

More information may be obtained from: <https://portal.ct.gov/DRS/Publications/Special-Notices/2011/SN-2011-17>

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.

BIDDING FOR PUBLIC WORK OR IMPROVEMENT

Any public work or improvement costing more than seven thousand five hundred (\$7,500.00) dollars shall be executed by contract except where specified work or improvement is authorized by the council based on detailed estimates submitted by the department authorized to execute such work or improvement.

All contracts for more than seven thousand five hundred (\$7,500.00) dollars, shall be awarded to the lowest responsible bidder, after public advertisement and competition, as may be prescribed by ordinance.

The Mayor shall establish reasonable regulations for pre-filing sub bids on construction contracts where it is anticipated that the contracting party shall subcontract all or a portion of the work to be done.

Any public work or improvement costing more than \$7,500 shall be executed by contract except where specified work or improvement is authorized by the Council based on detailed estimates submitted by the Department authorized to execute such work or improvement. All contracts under this section shall be awarded by the Town Council to the lowest responsible bidder, after public advertisement as specified above.

NONUSE OF WASTES

- A. All bids and contracts related to the retention of services to construct or maintain any publicly owned and/or maintained road or real property within the Town of Stratford shall include a provision stating that no materials containing natural gas or oil waste shall be utilized in providing such a service.
- B. All bids and contracts related to the purchase or acquisition of materials to be used to construct or maintain any publicly owned and/or maintained road or real property within the Town of Stratford shall include a provision stating that no materials containing natural gas or oil waste shall be provided to the Town of Stratford.
- C. The following statement, which shall be a sworn statement under penalty of perjury, shall be included in all bids related to the purchase or acquisition of materials to be used to construct or maintain any publicly owned and/or maintained road or real property within the Town of Stratford and all bids related to the retention of services to construct or maintain any publicly owned and/or maintained road or real property within the Town of Stratford:

"We ____ hereby submit a bid for materials, equipment and/or labor for the Town of Stratford. The bid is for bid documents titled _____. We hereby certify under penalty of perjury that no natural gas waste or oil waste will be used by the undersigned bidder or any contractor, subcontractor, agent or vendor agent in connection with the bid; nor will the undersigned bidder or any subcontractor, agent or vendor agent thereof apply any natural gas waste or oil waste to any road or real property within the Town of Stratford as a result of the submittal of this bid if selected."

CHANGE ORDERS

Approval Required: Except as specified herein, when any public work or improvement has been executed by contract, no changes in the terms, conditions or scope of said contract nor deviations from the specifications made a part of that contract which would result in any way in an increase in the cost of that contract to the Town shall be allowed except by the approval of the Council.

Review: Any request for change orders shall first be considered by an appropriate committee appointed and then referred to the Council for appropriate action.

Mayor's Approval: Notwithstanding any provision to the contrary herein, the Mayor, acting upon the advice of the Town Engineer, shall have the authority to approve any such changes or deviations without the approval of the Council, provided that the cost of any such changes or deviations does not exceed the sum of \$5,000, and further provided that, in the opinion of the Mayor, due to extraordinary conditions, unforeseen contingencies, market conditions or the nature of the requested change, it would not be feasible or in the best interest of the Town to delay approval of the requested change.

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

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

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

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

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

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

Automobile Insurance: The Contractor shall carry and maintain during the life of the Contract a policy with a combined single limit of \$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.

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

Pollution Liability Insurance: Where applicable, a policy in the amount of \$5,000,000 including coverage for transport and other offsite risks. Such policy must be given to the Town for review and determination of acceptability before an award will be made.

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

Additional Insureds: The Town of Stratford, 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.

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

HOLD HARMLESS

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

FEDERAL, STATE, AND LOCAL LAWS

All applicable Federal, State and local laws, rules and regulations of all authorities having jurisdiction over the locality of the 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 Statutes Chapter 219-Section 12-412 Subsection A.