

**MDC**



**THE METROPOLITAN DISTRICT**  
HARTFORD COUNTY, CONNECTICUT

---

**INVITATION TO BID**

**FURNISHING OF BRASS & COPPER STOCK MATERIALS**

**SOLICITATION NUMBER: 2019B-05**

**ISSUE DATE: JANUARY 8, 2019**

**DUE DATE: FEBRUARY 12, 2019 at 2:00 p.m. Eastern Time**

Sealed proposals will be received by the Office of District Clerk at 555 Main Street, Hartford, Connecticut until the date and time specified above and will be publicly opened and read.

**NOTICE: FAILURE TO RETURN THIS BID PROPOSAL INTACT MAY BE CAUSE FOR REJECTION.**

**Bid Proposal Submitted By:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Federal Tax ID

\_\_\_\_\_  
CT State Business License Number

\_\_\_\_\_  
Company Contact Person

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Phone Number

Registered with the MDC on eBid?\*

Yes

No

\*Registration with the MDC on eBid is mandatory.

Pre-Qualified with State of CT DAS?

Yes

No

N/A

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## **INTRODUCTION ABOUT THE METROPOLITAN DISTRICT**

The Metropolitan District is a specially-chartered municipal corporation established by special act of the Connecticut State Legislature in 1929, and includes the municipalities of Hartford, Bloomfield, East Hartford, Newington, Rocky Hill, West Hartford, Wethersfield and Windsor. The District provides water and sewer services to approximately 400,000 people.

The District is governed by a board of thirty-three (33) commissioners (the "Board") - with twenty-nine voting members from District member towns and four non-voting commissioners, each appointed by the "non-member" towns of the MDC, namely, Glastonbury, Farmington, South Windsor and East Granby. Of the voting members, seventeen (17) are appointed by the legislative bodies of the eight (8) member municipalities, eight (8) by the Governor of the State of Connecticut, and four (4) by the leadership of the Connecticut General Assembly (the "Board").

The District is managed by a Chief Executive Officer supported by a senior executive leadership team and employs approximately five hundred (500) full-time personnel. The District recently completed a major comprehensive organizational re-engineering process. Under the present structure, there are two (2) functional divisions: Operations & Engineering and Business Services.

Sanitary sewer services are funded through an ad valorem tax on member municipalities and, for high flow users, a sewer user charge. The funding of water services and related operations is principally through a direct use charge to customers.

Major capital improvements in excess of \$20.745 million for a single project must be approved by the electorate of the member municipalities and are financed primarily through bonding. The 2018 combined water and sewer budgets for all District operations totaled approximately \$167.3 million.

The water distribution system consists of upland impoundments in the Farmington River watershed, two (2) filtration plants and approximately 1,600 miles of distribution mains. Flows in the system are primarily by gravity, with the exception of some limited pumping of treated water to higher elevations. Average treated water use is about 50 million gallons per day and all services are metered.

The sewage collection system consists of almost 1,200 miles of sanitary sewers serving the member municipalities. Four (4) water pollution control plants treat an average of 65 million gallons per day.

In 2006, the District entered into a Consent Decree with the Environmental Protection Agency ("EPA") and the U. S. Department of Justice to implement a Sanitary Sewer Overflow ("SSO") Abatement Program, pursuant to which the District is required to eliminate structural SSO's over a seven (7) year period for the communities of Rocky Hill, Wethersfield and Windsor, and over a twelve (12) year period for West Hartford and Newington (the "Consent Decree").

Also in 2006, the District entered into a Consent Order with the State of Connecticut Department of

Environmental Protection to reduce Combined Sewer Overflows (CSO) to a one (1) year level of control, within fifteen (15) years (the “Consent Order”).

The District has also identified several nitrogen removal projects designed to protect Long Island Sound and required to comply with the District’s General Permit for the discharge of nitrogen based on the adopted total maximum daily load for Long Island Sound.

The District’s coordinated multi-year response to the Consent Order, Consent Decree and nitrogen reduction requirements is “**The Clean Water Project**” (the “CWP”). The work under the CWP includes three (3) major elements: (1) construction of new sanitary sewers, interceptors and tunnels to reduce CSOs within the District’s collection system; (2) rehabilitation of existing sanitary sewers and construction of new interceptors to eliminate structural and non-structural SSOs from the sanitary sewers of East Hartford, Bloomfield, Wethersfield, West Hartford, Windsor, Rocky Hill and Newington; and, (3) increase treatment flow capacity and reduce nitrogen levels from the discharges of some of the District’s water pollution control facilities.

Authorization to spend for Phase I of the CWP was approved in the amount of \$800 million by the MDC’s member towns through a referendum vote on November 7, 2006. A second referendum authorizing an additional \$800 million for Phase II of the project was approved on November 6, 2012. Additional authorizations will be required over the remainder of the life of the CWP. Funding for the capital expenditures and debt service incurred in support of the CWP is through a separate direct use charge to customers.

In addition, the District has undertaken a comprehensive program of asset management which involves a systemic replacement of water and sewer infrastructure in a proactive process. Capital improvement programs also include improvements to and modernization of MDC water treatment and water pollution control facilities.

The District operates within a range of facilities and settings. In addition to the administrative and management staffs (legal, finance, engineering, procurement, human resources, etc.) based at the District’s headquarters building in downtown Hartford, CT, the District also operates from several other facilities within a 30-mile driving distance from the headquarters building. They include (not all facilities listed):

- Water treatment and distribution facilities
- Wastewater treatment facilities
- Operations Command Center – emergency services/response; customer service center, training facility
- Fleet and equipment maintenance facility
- Hydro-electric generating facilities (2)

Fresh water reservoir facilities, including associated public recreation areas and access through its reservoirs and contiguous woodland areas, the District has full control of its water sources. All fresh water the District supplies to its customers comes from the District’s own reservoirs. There is no dependency on another agency or supplier within or outside the State for the District to meet its demand for fresh water.

There are occupational categories that may not be as common in other water districts or agencies. For example, the District has a small police force (“patrol”) to protect property and equipment at its more remote facilities and also to protect the public using the designated recreation areas at the reservoirs. Another somewhat unique job category is “foresters” who maintain the watershed

woodland areas that surround and feed into the reservoirs.

The District utilizes SAP-Oracle (an integrated ERP system) with other network and web based technology. Technological change drives improvement and has, as a result, changed the required knowledge, skills, and attributes of our workforce.

The District manages an award winning Geographic Information System ("GIS") that supports its many activities. The database contains detailed utility and land base information for each of the member municipalities as well as natural resource information for watershed land. The system is capable of producing utility and street index maps as well as special purpose maps. It is also linked to the District's business application software, allowing users to query data and locate specific utility equipment. GIS also provides mapping services to member towns.

For years, the District, as a municipality, submitted its affirmative action plan and goals to the federal government. This changed in 2009. Pursuant to Public Act 09-87, the District is considered a Connecticut state agency for the sole purpose of developing and implementing an affirmative action plan that commits the District to a program of affirmative action in all aspects of personnel and administration.

**PART I  
NOTICE OF INVITATION TO BID**

1.1 NOTICE. Notice is hereby given that The Metropolitan District (MDC) is inviting companies to submit bids for Solicitation Number 2019B-05 to provide brass and copper fittings, tubes, corps, couplings and other related water and sewer repair parts. It is the District's intention to order materials from the successful bidder on an as-needed basis to replenish stock. **Sealed bids will be received by the MDC no later than 2:00 p.m. Eastern Time on February 12, 2019** at the Office of the District Clerk, as specified below. Potential bidders **must** register on the MDC's eBid Site and download the solicitation at [www.ebidexchange.com/mdc](http://www.ebidexchange.com/mdc). The solicitation can also be viewed in person at MDC Headquarters located at 555 Main St., Hartford, CT by making an appointment with the District Clerk's Office at 860.278.7850, Ext. 3207.

1.2 TIMELINE. The scheduled timeline is as follows:

Date of Issuance:	January 8, 2019
Deadline for Questions:	January 31, 2019 at 4:00 p.m. ET
Deadline for Bid Submittal:	February 12, 2019 at 2:00 p.m. ET
Submit <u>Sealed Bid</u> to:	<b>BID PROPOSAL: BRASS &amp; COPPER STOCK MATERIALS</b> SOLICITATION NUMBER: 2019B-05 Office of the District Clerk The Metropolitan District 555 Main Street Hartford, CT 06142-0800
Method of Submittal:	USPS Mail, Overnight Delivery or In Person. EMAIL and FAX proposals are <b>not</b> acceptable.
Procurement Contact:	Cliff Akerley Contract Specialist <a href="mailto:cakerley@themdc.com">cakerley@themdc.com</a> (860) 278-7850, Ext. 3334

1.3 QUESTIONS & ADDENDA. All questions regarding this solicitation must be submitted in writing, by email, with the subject line "ITB 2019B-05" Cliff Akerley at [cakerley@themdc.com](mailto:cakerley@themdc.com) **by 4:00 p.m. Eastern Time on January 31, 2019**. Contact with any other person(s) employed by or associated with the MDC about this solicitation is strictly prohibited. Failure to adhere to this requirement may disqualify a bidder, and such decision shall be made by the MDC in its sole and absolute discretion. Questions must be received no later than the specified date and time; questions received after that date and time will not be answered. Telephone calls will not be accepted. Questions left on voice mails will neither be accepted nor answered. Responses to all questions will be in the form of addenda which will be published on the MDC eBid Site at [www.ebidexchange.com/mdc](http://www.ebidexchange.com/mdc). It is each bidder's responsibility to check the MDC eBid Site for addenda. The MDC is not bound by any information, explanation, clarification or interpretation, whether oral or written, by person(s) made that is not incorporated by addenda.

1.4 BID OPENING. Bidders are invited to be present at the opening of bids. **Sealed bids received by**

**the MDC will be opened at 2:00 p.m. Eastern Time on February 12, 2019** at the MDC Headquarters, located at 555 Main Street, Hartford, CT. The purpose of the bid opening is to reveal names of all bidders and to ascertain the apparent low bidder, not to serve as a forum for awarding the contract and/or to discuss the basis for awarding the contract. Only the total dollar summary for all three years will be read during the opening. A comparison of bids will be published on eBid within 48 business hours of the bid opening. Bids will be evaluated and taken under advisement promptly after the bid opening. Information on bid results will not be provided over the telephone or by email.

## PART II INFORMATION FOR BIDDERS

- 2.1 DESCRIPTION OF WORK/MATERIALS. The materials to be furnished are described in Part III, Product Specifications. In case of discrepancy, any special conditions included in the Product Specifications shall take precedence over provisions in this Information for Bidders.
- 2.2 FORM OF BID. The bidder is required to examine the solicitation package carefully and understand its contents. Each bid must be prepared in the manner and form specified. Applicable blank spaces (names, addresses, prices, and other required data) must be completed and phraseology of this solicitation must not be changed. This solicitation package must be returned in its entirety and all pages must be in the proper sequence. Additions may not be made to the items listed; any unauthorized conditions, limitations, or provisions attached to the bid may render the bid nonresponsive and result in its rejection. Appendix B is also included as an Excel spread sheet in the Documents section of eBid. This was done for your convenience and for bid comparison purposes. A hard copy must be submitted with your bid proposal. An electronic copy of this price schedule, in the same Excel format, must also be included with your bid response to facilitate the bid comparison process.
- 2.3 PRICE. Bidders must quote firm or fixed prices. **Quotations are required to be F.O.B destination.** Bidders must state the proposed price for each separate item. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted shall govern.
- a. If any price is omitted, the MDC reserves the right to fill in the highest price proposed by any bidder for that item, or the bid may be rejected altogether as non-responsive. Along with pricing information, bidders must also provide complete and accurate specifications and descriptive literature of the items that are being proposed in the bid.
  - b. Bidders are cautioned not to submit bids that are unbalanced. If, in the opinion of the MDC, any bid submitted appears unbalanced, this action may be sufficient cause for the rejection of the entire bid, or it may result in loss to the successful bidder if certain materials are increased or decreased as provided in any contract awarded.
- 2.4 QUANTITIES. Quantities are given as an estimate only and as a basis for the comparison of bids. The MDC reserves the right to increase or decrease the amount of any item or portion of the work. An increase or decrease in the quantity for any item shall not be regarded as sufficient grounds for an increase or decrease in the unit prices.
- 2.5 QUALITY. Unless otherwise expressly stated by the bidder, the bid will be considered as being in strict accordance with Part III, Product Specifications in the solicitation package. References to a particular trade, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the MDC's requirements. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the bidder, if awarded the contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the bid.
- 2.6 CHANGES AND ADDENDA. Responses to questions and/or any changes issued in relation to this solicitation will in the form of addenda and published on the MDC's eBid procurement site at [www.ebidexchange.com/mdc](http://www.ebidexchange.com/mdc) no less than **five (5) business days** prior to the scheduled bid opening date. It is each bidder's responsibility to check eBid. Addenda will become a part of the Contract documents. Oral statements made by any MDC officer or employee shall not be binding.



Failures to receive, examine, and understand the Solicitation package and all addenda shall in no way relieve bidders of obligations and requirements. The submission of a bid shall be taken as prima facie evidence of compliance with bidder's duty to carefully review and understand the Solicitation package and all addenda.

- 2.7 SUBMISSION OF BID. Bids must be unbound and in a sealed envelope and addressed, as specified in Part 1, Section 1.2. Upon submittal, all bids become the property of the MDC and are subject to public record laws. The MDC is not responsible for any delays by the USPS, overnight delivery services, or any other means employed by bidders. The MDC is not liable for, and will not open, any bids not received in time for the scheduled bid opening.
- 2.8 RESERVED
- 2.9 NOTICES TO BIDDER. Each bidder must indicate the address to where all notices, letters or other communications may be sent. This address may be changed only by proper delivery to the MDC of written notice of such change, signed by the bidder. The mailing or delivery by messenger of any notice, letter or communication to such address at any time including the full period of work under the Contract shall be deemed sufficient for any notice or service on the part of the MDC in connection with the Contract or any part thereof.
- 2.10 BID WITHDRAWAL. Bids may be withdrawn before the scheduled deadline for receipt of bids provided that the bidder submits a written request requesting the withdrawal to the Office of the District Clerk at the address specified in Part I, Section 1.2. No bid may be modified or withdrawn for a period of up to one hundred and twenty (120) days, excluding weekends and legal holidays, after the scheduled deadline.
- 2.11 BID ACCEPTANCE AND REJECTION. The MDC reserves the right to confer with any bidder or all bidders, to waive any informalities, irregularities or omissions in bids received and/or afford any bidder an opportunity to remedy an informality or irregularity if in the sole opinion of the MDC it is in its best interest, so long as it does not provide a competitive advantage to a bidder. The MDC reserves the right to reject any one or more bids, with or without notice. The MDC's right to reject is not limited to the specific reasons mentioned herein. A bid may be rejected, as follows:
- 2.11.1 If it is incomplete, conditional or obscure, or if it contains additions not called for, erasures, alterations, obvious errors or irregularities of any kind, or if it does not strictly conform to the requirements stated in this solicitation;
  - 2.11.2 If the individual unit prices in the bid are considered by the MDC to be unbalanced in a manner likely to be detrimental to the MDC;
  - 2.11.3 If the MDC is of the opinion that the bid was prepared without adequate care, or under a misunderstanding of the requirements of the MDC, or if the bid is for materials other than those specified herein;
  - 2.11.4 For failure to furnish information and/or respond promptly (within 10 calendar days) as required by the MDC.
  - 2.11.5 If a bidder's history of compliance with Occupational Safety and Health Act (OSHA) requirements shows significant willful violations or a significant number of other OSHA violations which were not resolved in favor of the bidder in the past three (3) years.

- 2.12 DUTY TO FURNISH INFORMATION. In order for the MDC to have sufficient and accurate information to guide it in making a contract award, bidders whose bids are being considered must comply within ten (10) calendar days upon the MDC's notice of such a request. Requests may include, but are not limited to, the following:
- 2.12.1 A list of materials of similar character and magnitude which has been furnished by the bidder, or by the principals to the bid, together with information as to each such job, its character, magnitude, date, and the party to whom it was furnished.
  - 2.12.2 Samples which, when requested by the MDC, must be furnished free of expense to the MDC and if not destroyed, will upon request be returned at the bidder's expense.
  - 2.12.3 Sworn copy of the latest statement of the financial condition of the bidder together with sworn statement(s) as to any and all changes which may have occurred to alter the financial condition since the date of the statement, with supporting evidence.
  - 2.12.4 Evidence bidder has ample capital, credit and other resources to finance the work without being dependent on release of portions of retained percentage before completion of work, and without having estimates for payment made more often than once each month or at such times that will conform to MDC payment practices.
- 2.13 ACCURATE INFORMATION & AUDIT RIGHTS. Bidders certify that all information provided in bids submitted to the MDC is true and correct and can be relied upon by the MDC in awarding, modifying, making payments, or taking any other action with respect to a written agreement entered into. Bidders certify that its accounting system conforms to generally accepted accounting principles and is sufficient to comply with the budgetary and financial obligations to produce reliable financial information.
- 2.13.1 Any false or misleading information is grounds for the MDC to reject a bid, terminate an award or any written agreement entered into. Termination shall relieve the MDC of any direct or consequential damages or costs incurred by bidder(s).
  - 2.13.2 The MDC reserves the right to examine a successful bidder's records to determine and verify compliance. The successful bidder shall grant the MDC access to business records at all reasonable times during the duration of any written agreement entered into, plus three (3) years thereafter.
  - 2.13.3 If Federal, State or MDC funds support the written agreement entered into, the appropriate Federal, State or MDC authorities may also examine these records, and retention of such records shall be in accordance with applicable laws and regulations.
- 2.14 AWARD OF CONTRACT. The District intends to award one contract for all required items in Appendix B, Price Schedule. The Contract, if awarded, will be awarded to the lowest qualified, competent and responsible bidder as determined by the MDC, subject to any choice by the MDC of alternate plans or schemes that may have been provided for in this Solicitation. The MDC shall be the sole authority in determining the lowest qualified, competent and responsible bidder, taking into consideration the bidder's unit prices, experience, references, fitness, capacity, and adaptability with respect to the requirements of the scope of work and services. Bid completeness, clarity, accuracy, and compliance with the MDC requirements shall also be determining factors for award. The District reserves the right to reject any or all bids in whole or in part and to make awards in a manner deemed in the best interest of the District.

Notice of the award will be sent to the successful bidder at the address given in the bid. After such notice has been sent, additional notices regarding the Contract and the commencement or conduct of work may be sent to the Contractor, which shall have full effect, even if the formal document

evidencing the Contract has not then been signed by the Contractor or the proper officer of the MDC.

Bidders must be familiar with any and all applicable Federal, State and Local laws, ordinances and regulations that may affect the work/material(s) in any manner. No plea of misunderstanding or ignorance of such laws will be considered as an excuse for failure to comply with requirements or basis for a waiver of requirements, and/or as rationale for additional compensation.

- 2.15 EXECUTION OF AGREEMENT. The successful bidder shall execute the Agreement and provide any and all necessary documents in connection with the contract award, within seven (7) days, not including Sundays or holidays, from the date of written notice from the MDC. The successful bidder may be required to meet, at a time and place designated by the MDC, to execute the Agreement, in duplicate, with official seals of the Contractor, if a corporation. In case of the bidder's failure or neglect to sign the Agreement and/or to provide all necessary documents, the MDC may determine that the bidder has abandoned the contract award; thereupon, the MDC's acceptance of the bid and the contract award shall be null and void.
- 2.16 TIME & DELIVERY. The successful bidder shall furnish materials and/or provide services within the time stipulated in this solicitation, and if not so stipulated, then as stated in the successful bid. The MDC shall have the right to require that all materials be delivered at the same time or may accept delivery in part from time to time within a specified period. Material shall be delivered to the MDC's place(s) of business or to such other locations as designated by the MDC. Ordered materials must be delivered in no more than four (4) weeks or twenty (20) business days of order placement. NOTE: IF THE BIDDER'S QUOTED MATERIAL CANNOT BE DELIVERED WITHIN THE 20 DAY TIME FRAME REQUIRED BY THE DISTRICT, THEN THE BIDDER WILL SUPPLY ANOTHER MDC APPROVED MANUFACTURER'S PART AT THE SAME PRICE AS THE ORIGINAL QUOTED MATERIAL.
- 2.17 TAXES. Federal, State and/or Local Taxes are not to be included in prices quoted. The successful bidder will be furnished with an exemption certification if needed.
- 2.18 INDEMNIFICATION. Contractor shall at all times protect, indemnify, defend and hold harmless the MDC, any municipality included therein, the State of Connecticut, and their respective officers, agents, servants and employees on account of any and all claims, damages, losses, litigation, expenses, counsel fees and compensation arising out of injury (including death) sustained by or alleged to have been sustained by the servants, employees, or agents of the MDC, or of any municipality included therein, or the State of Connecticut, or of the Consultant, or anyone directly or indirectly employed by them, from injuries (including death) sustained by or alleged to have been sustained by the public, or by any other person or property, real or personal (including property of the MDC) to the extent caused by the negligent, willful or wanton acts or omissions of the Consultant, or anyone directly or indirectly employed by them or any of them.
- 2.19 COMPLIANCE WITH LAW. Contractor agrees to comply with all applicable federal, state and local laws, ordinances, regulations, rules and orders respecting all goods and services provided under this purchase and shall give required notices, shall procure necessary governmental licenses and inspections and shall pay without burden to the MDC all fees and charges in connection therewith. In the event of violation, Contractor shall pay all fines and penalties, including attorney's fees, appellate fees and other defense costs and expenses in connection therewith.
- 2.20 INSURANCE. Contractor shall maintain at contractor's own expense during the term of the Agreement the insurance requirements herein to cover any claims incurred or arising during the term of or as a result of the Contractor's performance under the Agreement. An insurance carrier authorized to do business in the State of Connecticut and having agent(s) upon whom

service of process may be made within the State of Connecticut must issue the insurance which shall contain, at a minimum, the following provisions, coverages and policy limits of liability:

- a) Commercial General Liability including blanket contractual and products/completed operations coverages. The limits of liability provided shall be no less than \$1,000,000 each occurrence, \$2,000,000 aggregate. X, C and U coverages must be provided if applicable. Per project aggregate must apply.
  - b) Umbrella Liability in excess of Employer's Liability, Commercial General Liability and Automobile Liability with a limit of no less than \$5,000,000 each occurrence. Per project aggregate must apply.
  - c) Automobile Liability with limits of no less than \$1,000,000 combined single limit, including coverage for owned, non-owned, hired and/or borrowed vehicles.
  - d) Workers Compensation as required by Connecticut law and Employer's Liability with a limit of not less than \$100,000 per occurrence, \$500,000 disease policy limit and \$100,000 disease each employee.
- 2.20.1 The Metropolitan District and the member towns and their respective officers, agents, servants and employees are to be named as additional insureds.
- 2.20.2 Upon written request, Contractor shall furnish a Certificate of Insurance to the MDC for each of the above required policies prior to the execution of the Agreement by the MDC. Failure to do so within the time specified in the written request shall entitle the MDC to reject the bid for failure to meet the insurance requirements. The MDC requires that the Certificate of Insurance include the retroactive date of the policy. The retroactive date must be either before or coincident with the Agreement's inception. Should the MDC negotiate services with additional towns, these towns must be added to the insurance policy as additionally insured. The Certificate of Insurance must contain information regarding the policies in force, policy numbers, limits, policy periods, and the following provision: "Thirty (30) days prior written notice of any material policy periods, change, non-renewal, or cancellation shall be given to the MDC, by certified mail, except in the event of non-payment or premium(s), in which case, notice shall be ten (10) days. If any insurance policy is cancelled for non-payment of premium(s), the MDC shall have the right to pay such premiums and deduct the amount thereof from the amounts due to Contractor under the Agreement."
- 2.20.3 The reporting of possible claims to the MDC is necessary. The MDC requires that if any excess coverage is secured to meet the requirements that the retroactive dates be concurrent with the primary policy. The MDC requires that the Contractor pay any extended reporting period premium. If the retroactive date is moved, or if the policy is canceled or not renewed, the Contractor must invoke the "tail" coverage option at no expense to the MDC.
- 2.20.4 The MDC may require proof of financial responsibility and/or other securities if any insurance policy indicates self-insured retention below the minimum level of insurance required by the Agreement.
- 2.20.5 The acceptance by the MDC of Certificates of Insurance indicating the limits of coverage under any policy or policies shall not limit the liability of Contractor. The required insurance limits indicated above are not limits of liability.
- 2.20.6 The Contractor shall also provide to the MDC a statement from the State Treasurer pursuant to the General Statutes of Connecticut (Conn. Gen. Stat.) Section 31-286a that the Contractor is not liable for any workers compensation payments made pursuant to Conn. Gen. Stat. Section 31-355.

- 2.21 **WARRANTY.** In addition to any express warranties which Contractor makes, Contractor warrants that all materials shall be: 1) of merchantable quality and 2) fit for the particular purpose for which they will be used if that purpose is reasonably known to Contractor. Contractor further warrants that the goods shall be free from defects in title, workmanship, and material for a minimum period of one year from the date of acceptance.
- 2.22 **ADVERTISING.** Contractor shall not engage in any advertising or other publicity that mentions that relationship between the parties or the goods and services provided under the Contract, without the MDC's prior express written consent.
- 2.23 **PAYMENT.** The MDC will either pay each invoice or provide written notice of objection(s) to the invoice within 30 days of receipt thereof or the acceptance of goods, whichever is later.
- 2.24 **WAIVER.** The MDC's acceptance of different or nonconforming goods and/or services shall not be construed as a waiver of any of the MDC's rights and/or remedies under applicable law.
- 2.25 **TERMINATION.** The MDC has the right to terminate the Contract, in whole or in part, upon written notice. Upon receipt of a termination notice in accordance with the provisions below, the Contractor shall promptly discontinue all services affected, unless the notice directs otherwise. Upon such termination, the MDC, or its representative, may incorporate in the work performed under the contract all materials and equipment stored at the site or for which the MDC has paid the Contractor, but which are stored elsewhere and complete the work, as the MDC may deem expedient. Upon termination, the MDC may take over the work and may award another party a Contract to complete the work and/or furnish the materials under the Contract. To the extent that the Contractor has provided a performance bond under the provisions of the Contract, the termination procedures of the performance bond, if applicable, shall supersede these provisions.
- 2.25.1 **Termination for Default.** The MDC has the right to terminate upon two (2) days written notice if Contractor fails to fulfill any obligations. The MDC shall not be liable to the Contractor for any sums regardless of whether the Contractor has incurred costs and expenses in attempting to fulfill the Contract. An equitable adjustment in the price provided for in the Contract may be made, but no amount shall be allowed for anticipated profit on unperformed services or other work, and any payment due to the Contractor at the time of termination may be adjusted to cover any additional costs to the MDC because of the Contractor's default. Further, in case of Contractor's default, the MDC may procure products/services from other sources and hold the Contractor responsible for any costs associated with Contractor's default, above the awarded Contract value. Termination will not affect any rights or remedies of the MDC against the Contractor, then existing at the termination or which may thereafter accrue. Any retention or payment of monies due the Contractor by the MDC will not release the Contractor from liability.
- 2.25.2 **Termination for Convenience.** The MDC may be terminate for convenience, provided that the Contractor is given not less than fifteen (15) days written notice of the MDC's intent to terminate and an opportunity for consultation with the MDC prior to termination.
- 2.26 **PRIORITY OF DOCUMENTS.** This solicitation and all written portions thereof constitute the entire agreement between the MDC and the Contractor relating to the sales of the specified materials. In the event of any inconsistency, the terms and conditions of the executed contract shall prevail. No waiver, discharge or modification of the Contract or any of its terms shall bind the MDC unless in writing and signed by the authorized representative of the MDC.

- 2.27 GOVERNING LAW. This solicitation, and any contract awarded resulting herein shall be governed by, and construed in accordance with, the laws of the State of Connecticut.
- 2.28 RELATIONSHIP OF PARTIES. Nothing herein shall be construed in any manner so as to create an employer-employee, principal-agent, joint venture or partnership relationship between the MDC and the Contractor.
- 2.29 RESERVED
- 2.30 NONDISCRIMINATION AND AFFIRMATIVE ACTION
- 2.30.1 The successful bidder agrees to the following provisions: (1) Contractor agrees and warrants that in the performance of this Agreement Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including but not limited to blindness, unless it is shown by Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut (the "State"); and Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including but not limited to blindness, unless it is shown by Contractor that such disability prevents performance of the work involved; (2) Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities (the "Commission"); (3) Contractor agrees to provide each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union, workers' representative and vendor of Contractor's commitments under C.G.S. §§4a-60, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) Contractor agrees to comply with each provision of C.G.S. §§4a-60, and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§46a-56; and (5) the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of C.G.S. §§4a-60 and 46a-56.
- 2.30.2 The successful bidder agrees to the following provisions: (1) Contractor agrees and warrants that in the performance of this Agreement Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) Contractor agrees to provide each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union, workers' representative and vendor of Contractor's commitments under C.G.S. §4a-60a, and to post copies of

the notice in conspicuous places available to employees and applicants for employment; (3) Contractor agrees to comply with each provision of C.G.S. §4a-60a, and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §46a-56; and (4) the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of C.G.S. §4a-60a and 46a-56.

2.30.3 The successful bidder agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials to perform work or services hereunder; and Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

2.30.4 If successful bidder has one or more contracts with the State or a political subdivision thereof (including the District) that is valued at less than fifty thousand dollars for each year of the contract, Contractor shall provide the District with a written or electronic representation that complies with nondiscrimination agreements and warranties in Sections 2.30.1(1) and 2.30.2(1) above, provided if there is any change in such representation, Contractor shall provide the updated representation to the District not later than thirty days after such change.

If the successful bidder has one or more contracts with the State or a political subdivision thereof (including the District) that is valued at fifty thousand dollars or more for any year of the contract, Contractor shall provide the District with any of the following:

- (A) documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of Contractor that complies with the nondiscrimination agreements and warranties in Sections 2.30.1(1) and 2.30.2(1);
- (B) documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of Contractor if (i) the prior resolution is certified by a duly authorized corporate officer of Contractor to be in effect on the date the documentation is submitted, and (ii) the head of the agency of the State or such political subdivision, or a designee, certifies that the prior resolution complies with the nondiscrimination agreements and warranties in Sections 2.30.1(1) and 2.30.2(1); or
- (C) documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt Contractor's company or corporate policy that certifies that the company or corporate policy of Contractor complies with the nondiscrimination agreements and warranties in Sections 2.30.1(1) and 2.30.2(1) and is in effect on the date that the affidavit is signed.

2.30.5 The District shall not award a contract to a Contractor who has not provided the representation or documentation required under Section 2.30.4, and the Contractor warrants that it has provided all such representations and documentation to the District as required under Section 2.30.4 hereof. Contractor shall not be required to resubmit such representation or documentation unless there is a change in the

information contained in such representation or documentation. In the event of such a change, Contractor shall submit an updated representation or documentation, as applicable, either (A) not later than thirty days after the effective date of such change, or (B) upon the execution of a new contract with the State or a political subdivision thereof, whichever is earlier. Contractor shall also certify, in accordance with Section 2.30.4(B) or (C) and not later than fourteen days after the twelve-month anniversary of the most recently filed representation or documentation, that such representation or documentation on file with the State or the political subdivision thereof is current and accurate.

- 2.30.6 The successful bidder shall include the provisions of Sections 2.30.1, 2.30.2 and 2.30.3 in every subcontract or purchase order entered into in order to fulfill any obligation of Contractor under this Agreement and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. §46a-56; provided, if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor, as a result of such direction by the Commission, the Contractor may request the State to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- 2.30.7 For purposes of this Article 2.30, the terms "Agreement" shall include any extension or modification of the Agreement, and "Contractor" includes any successors or assigns of the successful bidder; and the terms "minority business enterprise" and "good faith efforts" shall have the meanings assigned to such terms in C.G.S. §4a-60(e).
- 2.31 **CONTRACT TERM.** Any written agreement between the MDC and the successful bidder pursuant to this solicitation will cover a period of three (3) years from the date of award.
- 2.32 **PRICE ESCALATION.** Unit price adjustments, if any, may be requested by the contractor only on an annual basis, following the base year of the contract. All unit prices shall remain firm during the initial base year of the contract. No price increases will be accepted unless agreed to and granted approval by the MDC in writing, in the form of a contract modification. Any unit price increase request by the Contractor shall include supporting documentation as justification for the need of that price adjustment. The Contractor must submit the price adjustment request in writing at least 45 days prior to the next annual contract effective date. The MDC will review the Contractor's written request and all supporting documentation to determine whether an increase in unit price is warranted. The annual unit price increase(s), if granted, shall never exceed ten percent (10%) of each unit price. Contractor understands and agrees that the MDC's decision shall be final and without recourse.
- 2.33 The District reserves the right to utilize other vendors during the period of performance of this Contract if necessary to support District requirements.
- 2.34 **OPTION TO EXTEND SERVICES.** The MDC may require continued performance of any services within the limits and at the rates/prices specified in the contract, and accordingly, reserves the right to unilaterally extend the term of the contract. This option provision may be exercised more than once, but the total extension of such term hereunder shall not exceed six (6) months. The MDC may unilaterally exercise this option by written notice to Contractor within fifteen (15) calendar days prior to the expiration of such term or the extended term, as the case may be. Pricing for any term so extended shall be at the same rates in effect at the time the option was exercised.



## PART III BID SPECIFICATION

- 3.1 GENERAL. It is the intent of the MDC to obtain formal bids for the purchase and delivery of brass & copper water and sewer repair materials as specified herein to be provided to various MDC facilities and construction sites in municipalities served by the District.
- 3.2 The MDC will require the winning Bidder to provide said materials to the MDC's stocking locations and occasionally to project sites located within the District. The winning Bidder will be required to stock multiple materials (to be determined after the contract is awarded by mutual agreement) at a local distribution site. Materials and delivery must be available 24 hours a day and 7 days a week.
- 3.3 APPLICABLE PUBLICATIONS AND STANDARDS. All items provided as a result of this solicitation shall meet or exceed any and all applicable Local, State, Federal safety guidelines and standards and shall conform to the specifications referenced below:

### Appendix A, "THE MDC APPROVED MATERIALS LIST (12/05/2018)"

- 3.4 BIDDER REQUIREMENTS. The MDC will use requirements in this section to determine if each bidder meets the minimum standards to be considered a responsible bidder.
  - 3.4.1 PRICING. Bidder must complete and submit the Schedule of Prices attached as Appendix B and bid firm or fixed prices, F.O.B. Destination, freight prepaid (successful bidder will bear all freight costs). There is an Excel spread sheet version of Appendix B in eBid for your convenience to enter pricing information. The item quantities listed in the Schedule of Prices are estimated purchases over the next three years.
  - 3.4.2 QUALITY. All material must strictly meet the specifications for the material specified in the Metropolitan District Approved Materials List (Appendix A) as stated above.
  - 3.4.3 REFERENCES. Bidder must submit at least three (3) references by completing Appendix C and attach any supplemental pages as may be necessary. References must be customers that bidder has supported in the last five (5) years or customers that bidder currently supports on similar requirements as this Solicitation. Contact information for references must include the company name, mailing address, company telephone number, point of contact name, point of contact email address, point of contact phone number, and service dates.
  - 3.4.4 DELIVERY TERMS. The winning Bidder will be required to deliver materials, FOB Destination, to the District's stocking locations and project sites.
  - 3.4.5 WARRANTY. By submitting a bid, Bidder agrees to the minimum warranty terms described in section 2.21.
- 3.5 OTHER APPENDICES. The Bidder is also required to complete and submit Appendices D, E, F, G and K. Appendix H is requested if the Bidder decides not to submit a bid for this Solicitation. Appendices I and J are for reference and comments only.

3.6 CORRESPONDENCES. All correspondences regarding this solicitation and any contract awarded herein must show the MDC contract number and sent to:

The Metropolitan District  
ATTN: Cliff Akerley (cakerley@themdc.com)  
Contract 2019B-05  
P.O. Box 800  
Hartford, CT 06142-0800

**PART IV  
BID PROPOSAL**

TO: The Metropolitan District  
Hartford, Connecticut

4.1 THE UNDERSIGNED HEREBY DECLARES that:

- a. No person(s) other than those named herein are interested in this Bid or in the Contract proposed to be taken; that it is made without any connection with any other person(s) making any bid(s) for the same work, and is in all respects fair and without collusion or fraud; that no person acting for or employed by The Metropolitan District is now or will hereafter be directly or indirectly interested therein, or in any portion of the profits thereof in any manner which is unethical or contrary to law;
- b. He/she has carefully reviewed and read the solicitation package with all its attachments, including the specifications and fully understand what is required; that no representation of warranty has been made by The Metropolitan District; that estimate quantities are approximately what the actual quantities of materials which the Contractor may furnish;
- c. In the event that a Contract, as contemplated by this Bid is awarded to him/her, he/she will enter into a written contract with The Metropolitan District, and that he/she will, by such contract, agree to: furnish all products and/or materials required within the time stipulated by The Metropolitan District or as stated by the bidder; perform all services and will assume all liabilities and obligations connected therewith in accordance with the solicitation which is made a part hereof; and, will accept in full payment the sums submitted in the bid proposal and schedule of prices.

4.2 SCHEDULE OF PRICES. In Appendix "B" Bidder shall bid firm or fixed prices. Prices are to be quoted F.O.B. Destination, Freight Prepaid and Allowed to the MDC as specified in Section 2.3.

4.3 THE UNDERSIGNED FURTHER DECLARES that the signer of this Bid is:

a. An INDIVIDUAL doing business as \_\_\_\_\_

b. A PARTNERSHIP doing business as \_\_\_\_\_

c. A CORPORATION entitled \_\_\_\_\_

organized under the laws of the State of \_\_\_\_\_ and having

its principal offices at \_\_\_\_\_

The names of all partners of a partnership or the principal officers of a corporation must be submitted upon request.

**MAILING ADDRESS OF BIDDER**

**TELEPHONE NUMBER**

(STREET)

(STATE)

(ZIP CODE)

**SIGNATURE OF BIDDER**

**DATE SIGNED**

**BY** \_\_\_\_\_  
(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(PRINT TITLE)

(PRINT NAME OF INDIVIDUAL, PARTNERSHIP OR CORPORATIONS)

# Part V

## Appendices

## APPENDIX A

### MDC Approved Materials List

# THE METROPOLITAN DISTRICT APPROVED MATERIALS

All material must be manufactured in a North American Free Trade Agreement (NAFTA) country, specifically the United States (domestic), Canada or Mexico unless specified otherwise. All gaskets must be manufactured in the United States. Inclusion of a manufacturer on the approved materials list does not automatically guarantee acceptance of their materials unless they can comply with the manufacturing requirement above.

## SANITARY SEWER & STORM DRAIN INSTALLATIONS

PRODUCT	CLASS/MODEL	SPEC SECTION
SDR-35 PVC GRAVITY SEWER PIPE (6" - 15")	Diamond IPEX (IpeX USA)  National Pipe North American Pipe Corporation Royal Pipe Systems JM Eagle	ASTM D3034 Type PSM; ASTM F679 Type PS-46 ASTM D3034 Type PSM (Ring-Tite) ASTM 1760 (Enviro-Tite)  ASTM D3034 Type PSM; ASTM F679 Type PS-46 ASTM D3034 Type PSM; ASTM F679 Type PS-46 ASTM D3034 Type PSM; ASTM F679 Type PS-46 ASTM D3034 Type PSM; ASTM F679 Type PS-46
		02622
PVC GRAVITY SEWER PIPE (18" - 24")	Diamond IPEX (IpeX USA) National Pipe North American Pipe Corporation Royal Pipe Systems JM Eagle	ASTM F679, Type PS-46 ASTM F679, Type PS-46 Ring-Tite ASTM F679, Type PS-46 ASTM F679, Type PS-46 ASTM F679, Type PS-46 ASTM F679, Type PS-46
		02622
PVC CLOSED PROFILE GRAVITY SEWER PIPE (30" - 48")	Diamond Vylon (Duraline, Prime Conduit) JM Eagle	ASTM F1803, F794, Type PS-46 ASTM F1803, F794, Type PS-46 ASTM F949/F794 & AASHTO M304, PS-46
		02622
C900 PVC PRESSURE SEWER PIPE (6" - 12")	Diamond IPEX (IpeX USA) National Pipe North American Pipe Corporation Royal Pipe Systems JM Eagle	ASTM D1784, SDR-18 ASTM D1784, SDR-18 ASTM D1784, SDR-18 ASTM D1784, SDR-18 ASTM D1784, SDR-18 ASTM D1784, AWWA DR 18
		N/A
C905 PVC PRESSURE SEWER PIPE (18" and 24")	Diamond IPEX (IpeX USA) National Pipe North American Pipe Corporation Royal Pipe Systems JM Eagle	ASTM D1784, SDR-18 ASTM D1784, SDR-18 ASTM D1784, SDR-18 ASTM D1784, SDR-18 ASTM D1784, SDR-18 ASTM D1784, AWWA DR 18
		N/A
HIGH DENSITY POLYETHYLENE PIPE Fusion Welded, Solid Wall	KWH National Pipe Performance Pipe JM Eagle	ASTM F714, AWWA C906, PE 3408/4710 ASTM F714, AWWA C906, PE 3408/4710 ASTM F714, AWWA C906, PE 3408/4710 ASTM F714, AWWA C901/906, PE 4710
		N/A
DUCTILE IRON SEWER PIPE (Class 52)	ACIPCO McWane Ductile U.S. Pipe	ASTM A-746, Protecto 401 ASTM A-746, Protecto 401 ASTM A-746, Protecto 401
		02615
PRESTRESSED CONCRETE CYLINDER PRESSURE PIPE	Forterra Vianini	AWWA C-301 AWWA C-301
		N/A
REINFORCED CONCRETE SEWER PIPE	Concrete Systems, Inc. Vianini	ASTM C-76, Class IV or V AWWA C-300
		02612
STORM DRAIN PIPE	ADS/Hancor Con-Tech Lane	AASHTO M252 and M294, HDPE Type S, N-12 AASHTO M252 and M294, HDPE Type S AASHTO M252 and M294, HDPE Type S
		N/A

PRODUCT	CLASS/MODEL		SPEC SECTION
PVC FITTINGS	GPK Products Harco (Harrington Co.)	ASTM F1336 ASTM F1336 C-900 to PVC SDR-35, Adapter #337 Series	02622
<i>Machine Injection Molded</i>	Multi Plastic Trends (Royal Pipe Systems)	ASTM F1336 ASTM F1336, G Series SDR-35 & H Series SDR-26	
PIPE / POINT REPAIR COUPLINGS	Fernco Mission Rubber Company Inc. Calder Pipe Conx Gripper Gasket LLC	1000 RC Series Flex-Seal ARC JTS CRC Shielded Non-Shear SR series Maxadaptor	02628 / 02640
DUCTILE IRON SEWER Fittings	ACIPCO Metalfit Star Pipe Products Tyler Union (McWane) U.S.Pipe	ASTM A-746, Protecto 401 ASTM A-746, Protecto 401 ASTM A-746, Protecto 401 ASTM A-746, Protecto 401 ASTM A-746, Protecto 401	02615
MANHOLE CASTINGS, FRAMES & COVERS ASTM A 48/A 48M, A 536 AASHTO M 105, M 306 24-1/4" gasketed cover opening with standard 36" frame and old style 24" frame	Bibby-Ste-Croix (McWane) EJ USA, Inc.       Neenah Foundry Co. Turner Co., Inc. - Not for New Construction US Foundry & Manufacturing Corp.	Class 35/35B Class 35B Gray Iron Frame with one pick notch (36" MH opening)/00220513 Ductile Iron Grade 70-50-05 Frame with one pick notch (24" MH opening)/00124819 Class 35B Gray Iron Vented Cover/ 00220523("SEWER"); 00220527("STORM DRAIN")  Class 35B Gray Iron Solid Cover/ 00220521("SEWER"); 00220528("STORM DRAIN") 00220548("SEWER" with Gasket Seal) Class 35B Gray Iron Frame and Cover Bolted Assembly/00220548W03(00220513&00220548) Compression 41420025W01 Class 35/35B Class 35/35B Class 35B Gray Iron Frame with one pick notch (36" MH opening) and cover ("SEWER" or "STORM DRAIN")/135-IR (solid cover); 135-IR V (center vent hole in cover); 135-IR ORS (solid cover w/gasket seal)	0
MANHOLE RISERS	Bibby-Ste-Croix (McWane) EJ USA, Inc.  Neenah Foundry Co. Turner Co., Inc. - Not for New Construction US Foundry & Manufacturing Corp.	Class 35/35B Class 35B Gray Iron Riser Ring/00220591(1-1/2"); 00220593(1-3/4"); 00220595(2-0") Class 35/35B Injection-molded polypropylene fiberglass riser Class 35/35B	02605
PRECAST MANHOLES	Arrow Concrete Connecticut Precast United Concrete Products, Inc.	ASTM C478 and C443 ASTM C478 and C443 ASTM C478 and C443	02605
MANHOLE PREFORMED FLEXIBLE JOINT SEALANT	Hamilton-Kent K.T. Snyder Company ConSeal Concrete Sealents Inc.	Kent Seal No. 2 Ram-Nek ConSeal CS102	02605
MANHOLE STEPS Plastic	American Step Company  Lane International Corporation M.A. Industries	Copolymer Polypropylene ASTM D 4101 with 1/2" grade 60 steel, ASTM A-496, Epoxy Coating ASTM A-934/A-934M-95 Model P-14850 (Precast Manholes) Model PS2-PFSL (Precast Manholes) Model PS2-BG (Block or Brick Manholes)	02605



PRODUCT		CLASS/MODEL	SPEC SECTION
PRECAST MANHOLE CONNECTIONS	A-Lok Products, Inc. NPC Inc. (Trelleborg)	X-Cel Connector; ASTM C-923 Kor-N-Seal Connector; ASTM C-923	02605
EXISTING MANHOLE CONNECTIONS	A-Lok Products, Inc. NPC Inc. (Trelleborg) Fernco Press-Seal Corporation	Water Stop w/ SS Clamp Kor-N-Seal Connector LDCMA WS Waterstop	
MANHOLE MONOLITHIC LINING SYSTEM	The Strong Company IPA Systems, Inc. AP/M Perma Form Quadex, Inc.	Strong-Seal MS-2C Octrocrete Permcast Quadex QM-1s Restore	02768
MANHOLE INTERNAL CHIMNEY LINING	Sealing Systems, Inc. Primeline Products, Inc. Sani-Tred	Flex-Seal Primeliner Permaflex	02769
PRECAST SEWER CHIMNEY	Arrow Concrete Superior Products United Concrete Products, Inc.		N/A
PRECAST STRUCTURES	Arrow Concrete Concrete Systems, Inc. Connecticut Precast Cromwell Concrete Oldcastle Precast, Inc. (Rotundo) United Concrete Products, Inc.	ASTM C-478 and C-443 ASTM C-478 and C-443 ASTM C-478 and C-443 ASTM C-478 and C-443 ASTM C-478 and C-443 ASTM C-478 and C-443	N/A
SEWER BRICK	Cromwell Concrete Products, Inc.  K.F. Brick, Inc. McAvoy Vitrified Brick Co. Stiles & Hart Brick Company	Concrete Building Brick (not for inverts or water tables), 2-1/4 x 3-3/8, x 7-5/8 ASTM C-139-05, Grade P-II  Red Pavers , ASTM C-32, Grade SM or SS 2-1/4 Cob Set Sewer Brick, ASTM C-32, Grade SS Solid Brick with S&H Frog, ASTM C-32, Grade SM	N/A
STORM SEPARATION UNITS	ConTech Stormceptor (Rinker) Stormwaterworks	Vortechs and/or VortSentry Inline Stormceptor and/or Inlet Stormceptor Terre Kleen Hydrodynamic Separator	N/A
KITCHEN FATS, OIL & GREASE SEPARATION UNITS	Green Turtle Arrow Concrete United Concrete Products, Inc.	1,000-gallon Proceptor GMC 1000(2)	N/A
BACKWATER VALVES: INTERIOR	Oatey PlumBest	4" PVC Backwater Valve, Product No. 43904 Extension Kit for 4" BWV, Part No. B04-403 8" Schedule 40 PVC Riser Pipe by Contractor 8" Cast Iron Lid, Part No. B04-008 4" PVC BWV with Extension Kit, No. B04-400K	N/A
BACKWATER VALVES: EXTERIOR	Clean Check (Rector Seal)	6" PVC Extendable BWV, Catalog No. 94136 Contractor add Schedule 40 PVC 6" Insert Pipe, 8" Riser Pipe, Female Adaptor and Threaded Plug at surface	N/A
TRAP HOOD	Best Management Products, Inc. Campbell Foundry Neenah Foundry East Jordan Iron Works	Snout Oil - Debris Hood	

**All material must be manufactured in a North American Free Trade Agreement (NAFTA) country, specifically the United States (domestic), Canada or Mexico unless specified otherwise. All gaskets must be manufactured in the United States. Inclusion of a manufacturer on the approved materials list does not automatically guarantee acceptance of their materials unless they can comply with the manufacturing requirement above.**

**WATER MAIN INSTALLATIONS**

PRODUCT	MANUFACTURER	CLASS/MODEL	SPEC SECTION
DUCTILE IRON PIPE Double cement lined	ACIPCO	AWWA C151, Class 54, Push On/MJ PIPE	02651
	McWane Ductile	AWWA C151, Class 54, Push On/MJ PIPE	
	U.S. Pipe	AWWA C151, Class 54, Push On/MJ PIPE	
RESTRAINED JOINT PIPE Double cement lined	ACIPCO	AWWA C151, Class 54, Flex Ring Joint	02651
	McWane Ductile	AWWA C151, Class 54, TR Flex®	
	U.S. Pipe	AWWA C151, Class 54, TR Flex®	
PRESTRESSED CONCRETE CYLINDER PRESSURE PIPE	Forterra	AWWA C-301	N/A
	Vianini	AWWA C-301	
DUCTILE IRON MJ FITTINGS Double cement lined	ACIPCO	AWWA C153, CL350, AWWA C110, CL250	02651
	Metalfit	AWWA C153, CL350, AWWA C110, CL250	
	Star Pipe Products	AWWA C153, CL350, AWWA C110, CL250	
	Tyler Union (McWane)	AWWA C153, CL350, AWWA C110, CL250	
	U.S. Pipe Infact Corporation	AWWA C153, CL350, AWWA C110, CL250 Foster Adapter	
BOLTED COUPLINGS <i>Domestic Only</i> Epoxy or nylon coated DI body with stainless steel nuts and bolts	Dresser Pipeline Solutions	Style 38	N/A
	Ford Meter Box Co.	Style FC Series	
	JCM Industries	No. 210 and No. 212	
	Mueller Co.	Bolt on couplings	
	Powerseal Pipeline Products	Model 3501	
	Romac Smith Blair	Model 501 No. 441 (2"-16"); No. 411 (18" and larger); No. 461 (transition)	
JOINT RESTRAINT	EBBA Iron Sales, Inc.	Megalug Series 1100 (MJ); Series 1700 (push-on); Series 1100HD (bell joints)	02651
	Ford Meter Box Co.	Uni-Flange Series 1400 (MJ); Series 1450 (push-on); Style 1390-C (bell joints, 4-inch thru 12-inch)	
	Romac	Style 612 (MJ); Style 611 (push-on)	
	Star Pipe Products	Stargrip Series 3000 (MJ); Series 3100P (push-on)	
TAPPING SLEEVES <i>Domestic Only</i> All stainless steel with stainless steel nuts and bolts including stainless steel MJ flange outlet  Only Total Piping Solutions brand Triple Tap MJ is approved for size on size taps	Ford Meter Box Co.	Style FTSS MJ	02656
	JCM Industries	Model 439, 459	
	Mueller Co.	H-304MJ	
	Powerseal Pipeline Products	Model 3490MJ	
	Romac	Model SSTIII-MJ	
	Smith Blair Total Piping Solutions	Model 665MJ Triple Tap MJ	
GATE VALVES Resilient Seat	American Flow Control	AWWA C515, Series 2500 – Reduced Wall D.I.	02642 and 02656
	AVK Valves	AWWA C509, Series 45 – Full Wall Ductile Iron	
	Clow Valve (McWane)	AWWA C509, Series 2633/2640 – C.I. or Full D.I.	
	Kennedy Valve (McWane)	AWWA C515, Series 2638 – Reduced Wall D.I. AWWA C509, Series 8571	
	Mueller Co.	AWWA C515, Series 7571 – Reduced Wall D.I. AWWA C509, Series 2360 – Cast Iron AWWA C515, Series 2361 – Reduced Wall D.I.	
	U.S. Pipe, Valve & Hydrant Div.	AWWA C509, Series 2362 – Ductile Iron AWWA C509, Series A-USPO – Cast Iron AWWA C515, Series A-USPI – Red. Wall D.I.	

PRODUCT	MANUFACTURER	CLASS/MODEL	SPEC SECTION
BUTTERFLY VALVES	Clow Valve (McWane) Kennedy Valve (McWane) Mueller Co. Henry Pratt Co.	AWWA C504, Style 4500 or Style 1450 AWWA C504, Style 4500 or Style 1450 AWWA C504, Lineseal III 150B, Lineseal XPII 250B AWWA C504, Groundhog	02644
GATE BOXES Dwyer Style	Bibby-Ste-Croix (McWane)  Bingham & Taylor  EJ USA, Inc.	ASTM A48, MDC "Dwyer" Style, cover 8-3/8" or 6-3/8" and must read "water" ASTM A48, MDC "Dwyer" Style, cover 8-3/8" or 6-3/8" and must read "water" ASTM A48, MDC "Dwyer" Style, cover 8-3/8" or 6-3/8" and must read "water"	02642
GATE BOXES 5-1/4 INCH 2 PIECE SLIDING TYPE ADJUSTABLE TOP FLANGE	Bibby-Ste-Croix (McWane) Bingham & Taylor Tyler Union	Fig. No. 5664S, Code V683, Cover must read "water" Fig. No. 4908, Size No. 5664-S, Cover must read "water" No. 7126 Slip Type , 26" top, 36" bottom, Cover must read "water"	02642
GATE BOX EXTENSIONS	Bibby-Ste-Croix (McWane) Bingham & Taylor EJ USA, Inc. Turner Co., Inc. - Not for New Construction	ASTM A48, MDC "Dwyer" Style ASTM A48, MDC "Dwyer" Style ASTM A48, MDC "Dwyer" Style Injection-molded polypropylene fiberglass riser	02642
REPAIR CLAMPS <i>Domestic Only</i> Stainless steel with epoxy or nylon coated DI lugs with stainless steel nuts and bolts	GE (Dresser Pipeline Solutions) Ford Meter Box Co. JCM Industries Mueller Co. Powerseal Pipeline Products Romac Smith Blair Total Piping Solutions	Style 360 Style F Series Model 171, 172 Model 500, 510 Model 3121, 3122 Model CL1, CL2 Model 226, 227 Quick Cam Repair Clamp	N/A
HYDRANTS	American Darling Valve (American Flow)  Kennedy Valve (McWane)  Mueller Co.	AWWA C502 and ULFM C550, B-84-B5, open left, red with yellow bonnet, 3-way nst AWWA C502 and ULFM C550, K-81-A,D Guardian, open left, red with yellow bonnet, 3- way nst AWWA C502 and ULFM C550, A-423, Super Centurian 250, open left, red with yellow bonnet, 3-way nst	02645
PRECAST HYDRANT COLLARS	United Concrete Products, Inc.	Precast Concrete Hydrant Collar	02645
CORPORATION <i>Domestic Only</i>  <i>Corporations for Air Valves to be rated 250 psi minimum.</i>	A.Y. McDonald Manufacturing Co. Ford Meter Box Co. Mueller Co.	AWWA C800 and ASTM B-62, Outlet Ball Type AWWA C800 and ASTM B-62, Outlet Ball Type AWWA C800 and ASTM B-62, Outlet Ball Type, No. B25008 or H15008	02657
SERVICE SADDLE <i>Domestic Only</i> Double strap service saddles with epoxy or nylon coated DI body with stainless steel straps nuts and bolts. Taps shall be CC (Mueller) thread	Smith Blair  Romac Mueller Co. JCM Industries Powerseal Pipeline Products Ford Meter Box Co. Total Piping Solutions	Model 317; Model 366 w/stainless steel bands (large diameter pipe) Model 362 w/stainless steel bands (concrete cylinder pipe) Model 202NS Model DR2S Model JCM 406 Model 3417DI Model FCD202 Series T3 all stainless steel w/ stainless steel bolts	
CURB STOP <i>Domestic Only</i>	A.Y. McDonald Manufacturing Co. Ford Meter Box Co. Mueller Co.	AWWA C800 and ASTM B-62, Compression-Ball AWWA C800 and ASTM B-62, Compression-Ball AWWA C800 and ASTM B-62, Compression-Ball Type; B25209 or H15209	02657
CURB BOX or SERVICE BOX and ROD	Bibby-Ste-Croix (McWane) Clow Canada (McWane) Ford Meter Box Co. Mueller Co. Bingham & Taylor	R-150, Erie, 2-hole water lid w/35" SS rod R-150, Erie, 2-hole water lid w/35" SS rod EA Series, HS 2-hole water lid w/35" SS rod H-10314, Erie, 2-hole water lid w/35" SS rod E-100, Erie/Eclipse, 2-hole water lid w/35" SS rod	02657

PRODUCT	MANUFACTURER	CLASS/MODEL	SPEC SECTION
COPPER TUBING	Cambridge Lee Industries Cerro Howell Metal Company Mueller Co. Weiland Werke (Halstead)	ASTM B 88-96, Type "K" soft ASTM B 88-96, Type "K" soft ASTM B 88-96, Type "K" soft ASTM B 88-96, Type "K" soft ASTM B 88-96, Type "K" soft	02641 and 02657
BRASS SERVICE FITTINGS <i>Domestic Only</i>	A.Y. McDonald Manufacturing Co. Ford Meter Box Co. Mueller Co.	AWWA C800 and ASTM B-62 Compression AWWA C800 and ASTM B-62 Compression AWWA C800 and ASTM B-62 Compression	02641 and 02657
PRODUCT	MANUFACTURER	CLASS/MODEL	SPEC SECTION
BACKFLOW PREVENTERS	Conbraco (Apollo) Febco Flowmatic Watts Zurn Wilkins	AWWA C510 and C511 AWWA C510 and C511 AWWA C510 and C511 AWWA C510 and C511 AWWA C510 and C511	N/A
DETECTOR CHECK VALVES	Hersey	Model EDC IV (operated by a weighted lever)	N/A
METER BOXES (Plastic - 5/8" - 1")	Ford Meter Box Co. Mueller Co.		02651
METER PITS (Concrete - 1.5" - 10")	United Concrete Products, Inc. Arrow		N/A
MANHOLE CASTINGS, FRAMES & COVERS ASTM A 48/A 48M, A 536 AASHTO M 105, M 306 24-1/4" gasketed cover opening with standard 36" frame and old style 24" frame	Bibby-Ste-Croix (McWane) EJ USA, Inc.      Neenah Foundry Co. Turner Co., Inc. - Not for New Construction US Foundry & Manufacturing Corp.	Class 35/35B Class 35B Gray Iron Frame with one pick notch (36" MH opening)/00220513 Class 35B Gray Iron "WATER" Cover/ 00220549 (vented); 00220525 (solid) Class 35B Gray Iron Riser Ring/00220591(1-1/2"); 00220593(1-3/4"); 00220595(2-0") Compression 41420025W01 Class 35/35B Class 35/35B Class 35B Gray Iron Frame with one pick notch (36" MH opening) and cover ("WATER")/ 135-IR (solid cover); 135-IR V (center vent hole in cover); 135-IR ORS (solid cover w/gasket seal)	02605
MANHOLE RISERS FRAMES, COVERS, & RISERS ASTM A 48/A 48M, A 536	Bibby-Ste-Croix (McWane) EJ USA, Inc.  Neenah Foundry Co. Turner Co., Inc. - Not for New Construction US Foundry & Manufacturing Corp.	Class 35/35B Class 35B Gray Iron Riser Ring/00220591(1-1/2"); 00220593(1-3/4"); 00220595(2-0") Class 35/35B Injection-molded polypropylene fiberglass riser Class 35/35B	02605

All material must be manufactured in a North American Free Trade Agreement (NAFTA) country, specifically the United States (domestic), Canada or Mexico unless specified otherwise. All gaskets must be manufactured in the United States. Inclusion of a manufacturer on the approved materials list does not automatically guarantee acceptance of their materials unless they can comply with the manufacturing requirement above.

**GENERAL**

PRODUCT	MANUFACTURER	CLASS/MODEL	SPEC SECTION
GEOTEXTILE for PIPE INSTALLATION Non-woven Filter Fabric	Carthage Mills Contech (Propex; Synthetic Ind.) Mirafi, Inc. (TenCate) Mutual Industries, Inc. Thrace-LINQ US Fabrics ADS	FX-40HS GEOTEX 401 140N, 4 oz. NW60 140EX US 120 NW 451	02200, 02605 and 02721
GEOTEXTILE for EROSION CONTROL Woven Filter Fabric	Mutual Industries, Inc. Thrace-LINQ US Fabrics	MISF 180 Spec. GTF 180SF or GTF 190SF US 670 or US 830	02270
GEOTEXTILE for EROSION CONTROL Silt Fence	Carthage Mills Contech (Propex; Synthetic Ind.) Mirafi, Inc. (TenCate) U.S. Silt & Site Supply / Getsco	FX-11 or FX-11M 104F FW500 or FW700 DOT Series, P3611M	02270
MATTING BLANKET Excelsior Matting	American Excelsior	AMXCO Curlex Blanket	02270

## Schedule of Prices

## Price Schedule for Brass & Copper Tube and Fittings

Your company Name:

MDC Material Number:	Bid: 2018B-18, Water and Sewer Materials Material Description:	Estimated Quantity:	Unit of Measure:	Year 2019 Price:	Quantity X 2019 Price Total:	Year 2020 Price:	Quantity X 2020 Price Total:	Year 2021 Price:	Quantity X 2021 Price Total:
13765	ADAPTER FEMALE CT COMP 1"	15	EA		\$0.00		\$0.00		\$0.00
13767	ADAPTER FEMALE CT COMP 1" X 1-1/4"	5	EA		\$0.00		\$0.00		\$0.00
13768	ADAPTER FEMALE CT COMP 1-1/2"	5	EA		\$0.00		\$0.00		\$0.00
13769	ADAPTER FEMALE CT COMP 2"	10	EA		\$0.00		\$0.00		\$0.00
13764	ADAPTER FEMALE CT COMP 3/4"	25	EA		\$0.00		\$0.00		\$0.00
13766	ADAPTER FEMALE CT COMP 3/4" X 1"	10	EA		\$0.00		\$0.00		\$0.00
13758	ADAPTER MALE CT COMP 1"	200	EA		\$0.00		\$0.00		\$0.00
13760	ADAPTER MALE CT COMP 1" X 1-1/4"	20	EA		\$0.00		\$0.00		\$0.00
13759	ADAPTER MALE CT COMP 1" X 3/4"	100	EA		\$0.00		\$0.00		\$0.00
13761	ADAPTER MALE CT COMP 1-1/2"	25	EA		\$0.00		\$0.00		\$0.00
13763	ADAPTER MALE CT COMP 1-1/4"	25	EA		\$0.00		\$0.00		\$0.00
13762	ADAPTER MALE CT COMP 2"	40	EA		\$0.00		\$0.00		\$0.00
13757	ADAPTER MALE CT COMP 3/4"	100	EA		\$0.00		\$0.00		\$0.00
13783	BUSHING BRASS 1 1/2" x 1 1/4"	5	EA		\$0.00		\$0.00		\$0.00
13779	BUSHING BRASS 1/2" X 3/4"	2	EA		\$0.00		\$0.00		\$0.00
13782	BUSHING BRASS 1-1/2" X 1"	5	EA		\$0.00		\$0.00		\$0.00
13781	BUSHING BRASS 1-1/2" X 3/4"	5	EA		\$0.00		\$0.00		\$0.00
13787	BUSHING BRASS 1-1/4" X 1"	25	EA		\$0.00		\$0.00		\$0.00
13784	BUSHING BRASS 2" X 1"	5	EA		\$0.00		\$0.00		\$0.00
13788	BUSHING BRASS 2" X 1-1/2"	10	EA		\$0.00		\$0.00		\$0.00
13785	BUSHING BRASS 2" X 1-1/4"	5	EA		\$0.00		\$0.00		\$0.00
13786	BUSHING BRASS 3" X 1-1/2"	5	EA		\$0.00		\$0.00		\$0.00
13780	BUSHING BRASS 3/4" X 1"	5	EA		\$0.00		\$0.00		\$0.00
13265	COPPER TUBING 1" X 60' ROLL TY-K	5,000	FT		\$0.00		\$0.00		\$0.00
13266	COPPER TUBING 1-1/2" X20' STRAIGHT TYP K	120	FT		\$0.00		\$0.00		\$0.00
13267	COPPER TUBING 2" X 20' STRAIGHT TYP K	180	FT		\$0.00		\$0.00		\$0.00
13264	COPPER TUBING 3/4" X 60' ROLL TY-K	5,000	FT		\$0.00		\$0.00		\$0.00
26781	CORP 1-1/2" X 1-1/2"	10	EA		\$0.00		\$0.00		\$0.00
13797	CORP CC X MIP 2" STRAIGHT	8	EA		\$0.00		\$0.00		\$0.00
13799	CORP CCXCT 3/4" X 1"	200	EA		\$0.00		\$0.00		\$0.00
13793	CORP CCXIP 1" X 1"	10	EA		\$0.00		\$0.00		\$0.00
13794	CORP CCXIP 1" X 1-1/4"	5	EA		\$0.00		\$0.00		\$0.00
13796	CORP CCXIP 1-1/2" X 2"	15	EA		\$0.00		\$0.00		\$0.00
13795	CORP CCXIP 1-1/4" X 1-1/2"	25	EA		\$0.00		\$0.00		\$0.00
13798	CORP CCXIP 2" X 2-1/2"	2	EA		\$0.00		\$0.00		\$0.00
13792	CORP CCXIP 3/4" X 1"	125	EA		\$0.00		\$0.00		\$0.00
13791	CORP CCXIP 3/4" X 3/4"	10	EA		\$0.00		\$0.00		\$0.00
13822	COUPLING IP COMPRESSION 3/4" X 1/2"	3	EA		\$0.00		\$0.00		\$0.00
13801	COUPLING BRASS 1"	40	EA		\$0.00		\$0.00		\$0.00
13808	COUPLING BRASS 1" X 3/4"	10	EA		\$0.00		\$0.00		\$0.00
13812	COUPLING BRASS 1-1/2"	10	EA		\$0.00		\$0.00		\$0.00

## Price Schedule for Brass & Copper Tube and Fittings

Your company Name:

MDC Material Number:	Bid: 2018B-18, Water and Sewer Materials Material Description:	Estimated Quantity:	Unit of Measure:	Year 2019 Price:	Quantity X 2019 Price Total:	Year 2020 Price:	Quantity X 2020 Price Total:	Year 2021 Price:	Quantity X 2021 Price Total:
13810	COUPLING BRASS 1-1/2" X 1"	10	EA		\$0.00		\$0.00		\$0.00
13804	COUPLING BRASS 1-1/2" X 3/4"	10	EA		\$0.00		\$0.00		\$0.00
13805	COUPLING BRASS 1-1/2" X 1-1/4"	20	EA		\$0.00		\$0.00		\$0.00
13813	COUPLING BRASS 1-1/4"	5	EA		\$0.00		\$0.00		\$0.00
13803	COUPLING BRASS 1-1/4" X 1"	30	EA		\$0.00		\$0.00		\$0.00
13809	COUPLING BRASS 1-1/4" X 3/4"	10	EA		\$0.00		\$0.00		\$0.00
13802	COUPLING BRASS 2"	10	EA		\$0.00		\$0.00		\$0.00
13806	COUPLING BRASS 2" X 1"	20	EA		\$0.00		\$0.00		\$0.00
13811	COUPLING BRASS 2" X 1-1/2 IN"	10	EA		\$0.00		\$0.00		\$0.00
13807	COUPLING BRASS 2" X 1-1/4"	5	EA		\$0.00		\$0.00		\$0.00
13800	COUPLING BRASS 3/4"	3	EA		\$0.00		\$0.00		\$0.00
13817	COUPLING CT COMP 1"	150	EA		\$0.00		\$0.00		\$0.00
13818	COUPLING CT COMP 1" X 1-1/4"	10	EA		\$0.00		\$0.00		\$0.00
13814	COUPLING CT COMP 1/2" X 3/4" #C44-13	5	EA		\$0.00		\$0.00		\$0.00
13819	COUPLING CT COMP 1-1/2"	20	EA		\$0.00		\$0.00		\$0.00
13820	COUPLING CT COMP 2" #FC4477QNL	24	EA		\$0.00		\$0.00		\$0.00
13815	COUPLING CT COMP 3/4" #C44-33-NL	50	EA		\$0.00		\$0.00		\$0.00
13816	COUPLING CT COMP 3/4" X 1" #C44-34	150	EA		\$0.00		\$0.00		\$0.00
13824	COUPLING IP COMPRESSION 1"	30	EA		\$0.00		\$0.00		\$0.00
13826	COUPLING IP COMPRESSION 1-1/2"	10	EA		\$0.00		\$0.00		\$0.00
13825	COUPLING IP COMPRESSION 1-1/4"	25	EA		\$0.00		\$0.00		\$0.00
13827	COUPLING IP COMPRESSION 2"	2	EA		\$0.00		\$0.00		\$0.00
13823	COUPLING IP COMPRESSION 3/4"	10	EA		\$0.00		\$0.00		\$0.00
13830	ELBOW BRASS 1"	100	EA		\$0.00		\$0.00		\$0.00
13834	ELBOW BRASS 1-1/2"	25	EA		\$0.00		\$0.00		\$0.00
13835	ELBOW BRASS 1-1/2" X 1"	20	EA		\$0.00		\$0.00		\$0.00
13836	ELBOW BRASS 1-1/2" X 1-1/4"	20	EA		\$0.00		\$0.00		\$0.00
13831	ELBOW BRASS 1-1/4"	20	EA		\$0.00		\$0.00		\$0.00
13833	ELBOW BRASS 1-1/4" X 1"	100	EA		\$0.00		\$0.00		\$0.00
13832	ELBOW BRASS 1-1/4" X 3/4"	20	EA		\$0.00		\$0.00		\$0.00
13837	ELBOW BRASS 2"	20	EA		\$0.00		\$0.00		\$0.00
13838	ELBOW BRASS 2" X 1"	10	EA		\$0.00		\$0.00		\$0.00
13840	ELBOW BRASS 2" X 1-1/2"	20	EA		\$0.00		\$0.00		\$0.00
13839	ELBOW BRASS 2" X 1-1/4"	10	EA		\$0.00		\$0.00		\$0.00
13841	ELBOW BRASS 2-1/2" X 2"	4	EA		\$0.00		\$0.00		\$0.00
13842	ELBOW BRASS 3"	2	EA		\$0.00		\$0.00		\$0.00
13828	ELBOW BRASS 3/4"	15	EA		\$0.00		\$0.00		\$0.00
13829	ELBOW BRASS 3/4" X 1"	25	EA		\$0.00		\$0.00		\$0.00
13844	ELBOW BRASS STREET 1"	125	EA		\$0.00		\$0.00		\$0.00
13846	ELBOW BRASS STREET 1-1/2"	50	EA		\$0.00		\$0.00		\$0.00
13845	ELBOW BRASS STREET 1-1/4"	150	EA		\$0.00		\$0.00		\$0.00



## Price Schedule for Brass & Copper Tube and Fittings

Your company Name: \_\_\_\_\_

MDC Material Number:	Bid: 2018B-18, Water and Sewer Materials Material Description:	Estimated Quantity:	Unit of Measure:	Year 2019 Price:	Quantity X 2019 Price Total:	Year 2020 Price:	Quantity X 2020 Price Total:	Year 2021 Price:	Quantity X 2021 Price Total:
13847	ELBOW BRASS STREET 2"	35	EA		\$0.00		\$0.00		\$0.00
13843	ELBOW BRASS STREET 3/4"	25	EA		\$0.00		\$0.00		\$0.00
13853	NIPPLE BRASS 1" CLOSE	75	EA		\$0.00		\$0.00		\$0.00
13854	NIPPLE BRASS 1" X 2"	5	EA		\$0.00		\$0.00		\$0.00
13855	NIPPLE BRASS 1" X 3"	4	EA		\$0.00		\$0.00		\$0.00
13856	NIPPLE BRASS 1" x 4"	5	EA		\$0.00		\$0.00		\$0.00
13857	NIPPLE BRASS 1" X 5"	25	EA		\$0.00		\$0.00		\$0.00
13858	NIPPLE BRASS 1" X 6"	25	EA		\$0.00		\$0.00		\$0.00
13861	NIPPLE BRASS 1-1/2" CLOSE	10	EA		\$0.00		\$0.00		\$0.00
13862	NIPPLE BRASS 1-1/2" X 6"	10	EA		\$0.00		\$0.00		\$0.00
13859	NIPPLE BRASS 1-1/4" CLOSE	20	EA		\$0.00		\$0.00		\$0.00
13860	NIPPLE BRASS 1-1/4" X 6"	5	EA		\$0.00		\$0.00		\$0.00
13863	NIPPLE BRASS 2" CLOSE	5	EA		\$0.00		\$0.00		\$0.00
13864	NIPPLE BRASS 2" X 3"	5	EA		\$0.00		\$0.00		\$0.00
13865	NIPPLE BRASS 2" X 6"	10	EA		\$0.00		\$0.00		\$0.00
13851	NIPPLE BRASS 3/4" CLOSE	10	EA		\$0.00		\$0.00		\$0.00
13852	NIPPLE BRASS 3/4" X 6"	6	EA		\$0.00		\$0.00		\$0.00
13936	SHUT OFF CT COMP 1"	150	EA		\$0.00		\$0.00		\$0.00
13934	SHUT OFF FEMALE IP 1" CURP STOP	150	EA		\$0.00		\$0.00		\$0.00
27649	TEE BRASS 2" # IBRLFTK	5	EA		\$0.00		\$0.00		\$0.00
14024	EXT ERIE CURB BOX 6" X 1-1/4"	15	EA		\$0.00		\$0.00		\$0.00
28870	VALVE AIR RELEASE 1" WEDGE #W10048NL	6	EA		\$0.00		\$0.00		\$0.00
28302	VALVE AIR/ANGLE BALL IP X IP 1-1/2"	2	EA		\$0.00		\$0.00		\$0.00
28303	VALVE AIR/ANGLE BALL IP X IP 2"	2	EA		\$0.00		\$0.00		\$0.00
13942	VALVE ANGLE BALL 1" #FGBA11-444W-NL	70	EA		\$0.00		\$0.00		\$0.00
13939	VALVE ANGLE FLANGE 2"	1	EA		\$0.00		\$0.00		\$0.00
13944	VALVE BALL 1-1/2"	25	EA		\$0.00		\$0.00		\$0.00
13945	VALVE BALL 2"	20	EA		\$0.00		\$0.00		\$0.00
28350	CAP BRASS 1"	5	EA		\$0.00		\$0.00		\$0.00
13789	CAP BRASS 1-1/4"	2	EA		\$0.00		\$0.00		\$0.00
13790	CAP BRASS 2-1/2"	1	EA		\$0.00		\$0.00		\$0.00

**Totals:**      **2019:**      **\$0.00**      **2020:**      **\$0.00**      **2021:**      **\$0.00**

**Total for all three years:** \_\_\_\_\_

**APPENDIX C**

**BID PROPOSAL - LIST OF REFERENCES**

In accordance with Section 3.3.3, Bidder must document its capabilities and submit a summary of its experience and work history and warranty service for the past five (5) years by submitting the contract information of References from at least three (3) separate material supply agreements. References should consist of customers and/or projects of similar scope, complexity and cost.

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Equipment Provided / Warranty Service Performed:

.....

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Equipment Provided / Warranty Service Performed:

**APPENDIX C, con't.**

**BID PROPOSAL - LIST OF REFERENCES**

(Page 2 of 2)

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Equipment Provided / Warranty Service Performed:

.....  
Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Equipment Provided / Warranty Service Performed:

**CERTIFICATE OF  
AUTHORITY**

CERTIFICATE AS TO CORPORATE BIDDER

I, \_\_\_\_\_, certify that I am  
(Name)  
The \_\_\_\_\_ of the  
(Title)  
Corporation/Partnership/Limited Liability Company which executed the above Bid;  
that \_\_\_\_\_ who  
(Name)  
signed said Bid Form on behalf of said Corporation/Partnership/Limited Liability  
Company was then \_\_\_\_\_  
(Title)  
of the Corporation/Partnership/Limited Liability Company signing for and on behalf of  
said Corporation/Partnership/Limited Liability Company by authority of its governing  
body; and was acting within the scope of its corporate powers.

(Corporate Seal)

By: \_\_\_\_\_

\_\_\_\_\_

Secretary

**APPENDIX E**

**AFFIDAVIT OF NON-COLLUSION AND  
INDEPENDENT PRICE DETERMINATION**

STATE OF \_\_\_\_\_

ss. at \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This Affidavit is made to The Metropolitan District (MDC) by the undersigned (BIDDER) in connection with the Bid submitted by BIDDER (BID) in response to the MDC's competitive bid solicitation process.

\_\_\_\_\_ hereby certifies and declares:

1. THAT all representations made by BIDDER and contained in the BID are true, accurate and complete;
2. THAT neither BIDDER nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest has (a) in any way colluded, conspired, connived, or agreed directly or indirectly with any other bidder, firm or person to submit, or to refrain from submitting, a competing bid in connection with this bid submission, or (b) in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other bidder, firm or person to fix the price or prices in the BID or any bid of any other bidder or to fix any overhead, profit or cost element of said BID or another bid or bidder, or (c) sought in any way to secure through collusion, conspiracy, connivance, agreement, or any advantage against the MDC or any person interested in the proposed Contract;
3. THAT the Bid has been determined independently by BIDDER, its team members or representatives, without consultation, communication or agreement for the purpose of restricting competition, and is not tainted by any collusion or conspiracy by any parties, including BIDDER;
4. THAT the BID has not been disclosed by BIDDER to any other bidder, potential bidder and will not be disclosed by BIDDER, prior to bid opening, directly or indirectly, to any other bidder or potential bidder;

5. THAT no person acting for or employed by the MDC is now or will hereafter be directly or indirectly interested therein or in any portion of the profits thereof in any manner which is contrary to laws or is unethical, and that no person acting for or employed by the MDC is now or will hereafter benefit financially directly or indirectly from the award of the proposed Contract or in the participation in the bidding process;
6. THAT BIDDER has submitted only the BID and has not directly or indirectly used a related company, agent, employee, officer, partner, representative or nominee to submit any other bid;

The undersigned, who is responsible for determining the prices being offered in the BID, has read the foregoing and the same is true and correct to the best of his/her knowledge, information and belief.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

BIDDER:

By \_\_\_\_\_  
Signature

Print Name & Title of Authorized Signatory

Subscribed and sworn to before me,  
The undersigned, this \_\_\_\_\_ day of \_\_\_\_\_, 2019

Commissioner of the Super Court  
Notary Public  
My Commission Expires \_\_\_\_\_

Notice Concerning Legal Action

Any person who knowingly makes a false statement or otherwise executes a document that he or she knows to be false, with the intent to mislead a municipality is in violation of Connecticut General Statute 53a-157b, Making a False Statement, and shall be subject to penalty.

**APPENDIX F**

**FAIR EMPLOYMENT PRACTICES QUALIFICATION FORM**

(Page 1 of 2)

Date: \_\_\_\_\_

**THE METROPOLITAN DISTRICT**

Hartford County, Connecticut

Bidders that have 10 or more employees must complete the Fair Employment Practices Qualification Form. Bidders with less than 10 employees must complete Sections A & C only.

**FAILURE TO COMPLETE AND RETURN THIS FORM MAY BE SUFFICIENT CAUSE FOR REJECTION OF YOUR BID OR CANCELLATION OF PURCHASES.**

This information will be evaluated by The Metropolitan District (MDC) to determine whether or not your firm is to be retained on the MDC's Bidding and Contractors List.

**SECTION A: All bidders must complete this section.**

Name of Firm: \_\_\_\_\_ No. of Employees: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Authorized Spokesperson for Firm: \_\_\_\_\_ Title: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

**SECTION B: Bidders that have 10 or more employees must complete this section.**

The employer will indicate his willingness or unwillingness to participate in the following affirmative action employment practices by circling the proper key letter after each question:

- (A) This is now the practice of the Company.
- (B) The Company will adopt this affirmative action.
- (C) The Company cannot or will not adopt this affirmative action.  
(If 'C' is circled, reason must be stated.)

It is understood that the Company's willingness to participate in affirmative action employment practices will be evaluated by the MDC and that this evaluation may directly influence supplier qualification.

1. The Company will adopt a policy of non-discrimination on the basis of race, color, creed, mental or physical disability, age, sex, national origin or ancestry.

A B C Reason:



**FAIR EMPLOYMENT PRACTICES QUALIFICATION FORM**

(Page 2 of 2)

2. The Company will state the Company's non-discriminatory policies in writing and will communicate them to the following:

All employees:	A	B	C	Reason:
All recruitment sources:	A	B	C	Reason:
All relevant labor unions:	A	B	C	Reason:

---

3. If the Company conducts any formal or informal training programs, the recruitment for these programs will be conducted so as to not discriminate against minority group persons.

A B C Reason:

4. The Company will take steps to integrate all positions, departments and plant locations.

A B C Reason:

5. The Company will review its qualifications for each job to determine, whether such standards eliminate those unemployed persons who could, if hired, perform the duties of the job adequately. The following qualifications will be reviewed:

Education	A	B	C	Reason:
Experience	A	B	C	Reason:
Tests	A	B	C	Reason:
Arrest Record	A	B	C	Reason:

---

6. The Company will advise the Connecticut Department of Labor as to employment opportunities as they become available.

A B C Reason:

**SECTION C: All bidders must sign this section.**

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Signature of Officer: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

All addenda related to the solicitation issued by The Metropolitan District (MDC) must be attached to and made part of the Contract.

Where addenda are issued prior to bidding on the solicitation, all such addenda shall be attached and submitted with the bid proposal as confirmation and acknowledgment of receipt.

**Failure to submit addenda acknowledgment and confirmation along with the bid proposal may cause the bid to be considered non-responsive and thereby rejected.**

The MDC assumes no responsibility nor shall it or its representatives be held liable for failure of bidder to submit addenda as required. The requirement to submit this Acknowledgment of Receipt with the bid proposal shall in no manner invalidate any and all rights which the MDC may have under the Contract and by law.

Addendum Number \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum Number \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum Number \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum Number \_\_\_\_\_ Date Received \_\_\_\_\_



**THE METROPOLITAN DISTRICT**

**Contract # 2019B-05**

**NO BID QUESTIONNAIRE FORM**

**NOTE: PLEASE COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WISH TO SUBMIT A BID PROPOSAL**

If you do not wish to submit a bid for this contract, we are interested in knowing why. Please complete the requested information and submit by USPS mail to: The Metropolitan District, Attn: Procurement Department, 555 Main Street, P.O. Box 800, Hartford, CT 06142-0800. If you would rather FAX your response, the FAX number is (860) 560-4030. If you have any questions, please call the Contract Specialist at (860) 278-7850, Ext. 3361.

**“NO BID PROPOSAL” QUESTIONNAIRE**  
(Please complete all items that apply.)

We do not sell the products and/or services in the request for qualification/proposal/contracts, but we want to stay on the MDC’s Bidder List. Please send necessary information so that products and services that we do provide can be updated on the MDC’s Bidder List.

We have reviewed the bid/proposal package requirement and we are not interested in submitting a formal bid/proposal because:

Other reasons/comments:

(Business Name)

Date:

(Street Address/P.O. Box)

Phone: \_\_\_\_\_

(City, State, Zip Code)

Contract Number: \_\_\_\_\_ 2019B-05 \_\_\_\_\_

**APPENDIX I  
CERTIFICATE OF INSURANCE EXAMPLE**

**CERTIFICATE OF INSURANCE -THE METROPOLITAN DISTRICT** FORM

ISSUE DATE (MM/DD/YY)

INS390

INSURED	THIS IS TO CERTIFY THAT THE POLICIES LISTED BELOW HAVE BEEN ISSUED, SUBJECT TO APPLICABLE TERMS, CONDITIONS AND EXCLUSIONS. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES INDICATED BELOW.	
	<b>COMPANIES AFFORDING COVERAGE</b>	
PRODUCER	COMPANY LETTER <b>A</b>	
	COMPANY LETTER <b>B</b>	
	COMPANY LETTER <b>C</b>	

**MINIMUM INSURANCE REQUIREMENTS** (NOTE: CERTAIN PROJECTS, CONTRACTS OR AGREEMENTS MAY REQUIRE HIGHER OR LOWER LIMITS AND/OR REQUIRE SPECIFIC ADDITIONAL INSURANCE COVERAGES. SEE PROJECT, CONTRACT OR AGREEMENT FOR ADDITIONAL INFORMATION.)  
 BODILY INJURY AND PROPERTY DAMAGE  
 \$1,000,000 EACH OCCURRENCE  
 \$1,000,000 AGGREGATE

**COVERAGES**

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFF. DATE (MM/DD/YY)	EXP. DATE (MM/DD/YY)	ALL LIMITS <u>IN THOUSANDS</u>	
	<b>GENERAL LIABILITY</b>  _____ COMMERCIAL GENERAL LIABILITY _____ CLAIMS MADE _____ OCCUR. _____ PER PROJECT AGG. LIMIT END. _____ BLANKET CONTRACTUAL _____ THE METROPOLITAN DISTRICT AND THE STATE OF CONN. ADDED AS ADDITIONAL INSURED				EACH OCCURRENCE	\$
					GENERAL AGGREGATE	\$
					PRODUCTS COMP/OPS AGGREGATE	\$
					SELF-INSURED RETENTION	\$
	<b>AUTOMOBILE LIABILITY</b>  _____ ANY AUTO _____ ALL OWNED AUTOS _____ SCHEDULED AUTOS _____ HIRED AUTOS _____ NON-OWNED AUTOS				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (Per Person)	\$
					BODILY INJURY (Per Accident)	\$
					PROPERTY DAMAGE	\$
					SELF-INSURED RETENTION	\$
	<b>EXCESS/UMBRELLA LIABILITY</b>				EACH OCCURR. \$	AGGREGATE \$
	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>				STATUTORY	
					\$	(EACH ACCIDENT)
					\$	(DISEASE-POLICY LIMIT)
					\$	(DISEASE-EACH EMPLOYEE)
	<b>PROTECTIVE LIABILITY</b> (IN THE NAME OF THE METROPOLITAN DISTRICT) POLICY MUST BE SUBMITTED.				BODILY INJURY & PROPERTY DAMAGE	
					EACH OCCURRENCE:	
					AGGREGATE:	
	<b>OTHER</b>					

**DESCRIPTION OF OPERATIONS** The Metropolitan District and the member towns and their respective officers, agents, servants and employees are named as additional insureds.

<b>CERTIFICATE HOLDER</b> THE METROPOLITAN DISTRICT 555 MAIN STREET-PO BOX 800 HARTFORD, CT 06142-0800	IT IS AGREED THAT 30 DAYS' NOTICE OF CANCELLATION OR RESTRICTIVE AMENDMENT OF SAID POLICIES SHALL BE MAILED TO THE METROPOLITAN DISTRICT, AND IT IS FURTHER AGREED THAT ALL EARNED PREMIUM CHARGES FOR THE PROTECTIVE LIABILITY AND OTHER POLICIES WILL BE BILLED TO THE ABOVE NAMED PERSON OR FIRM. AUTHORIZED REPRESENTATIVE
---	---

**APPENDIX J  
STANDARD MATERIALS CONTRACT**

THE METROPOLITAN DISTRICT

**CONTRACT NUMBER 2019B-05**

**AGREEMENT**

**TO FURNISH BRASS & COPPER MATERIALS FOR WATER AND  
SEWER REPAIR**

5.01 This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2019, by and between THE METROPOLITAN DISTRICT (MDC), a municipal corporation having the territorial limits in the County of Hartford and the State of Connecticut, and \_\_\_\_\_ (CONTRACTOR),

**WITNESSETH**

5.02 That the MDC and the Contractor, each in consideration of the undertaking promises and agreements on the part of the other, have, by reason of a Bid made by Contractor on \_\_\_\_\_, and an award of Contract made by the MDC on \_\_\_\_\_, promise and agree, the MDC for itself and its successors and assigns and the Contractor for itself and its heirs, executors and administrators, and successors do hereby agree, promise and undertake as follows:

5.03 OBLIGATIONS OF CONTRACTOR. The Contractor shall, at his/her own proper cost, charge and expense, furnish all materials required by this Contract, with appurtenances of every kind complete in the manner and within the time stipulated by the MDC, but if not so stipulated, then as stated by the Bid submitted by Contractor. All materials to be furnished under this Contract shall be furnished and completed pursuant to, and strictly in conformance with the solicitation package, which are made a part hereof as if fully set forth herein.

5.04 ASSIGNMENT. The Contractor shall not assign, transfer, convey or otherwise dispose of or part with the control of this Contract or any part thereof without the previous consent, in writing, of the MDC. He/she shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under this Contract unless by and with the like consent in writing. Any such attempted assignment shall, at the option of the MDC, forthwith work an avoidance of this Contract, or may be treated by the MDC as null and void.

5.05 LIABILITY AND INDEMNITY. The Contractor shall assume the defense of and indemnify and save harmless the MDC and its officers and agents from all claims for payment of labor used on and materials furnished for the work, including taxes applicable thereto, and from all claims against the MDC for alleged infringement of patents by or by reason of any method of fabrication used in the work or the use of any appliance, process or apparatus or material which may be furnished under this Contract.

5.06 AVOIDANCE OR ABANDONMENT. If this Contract, or any part thereof, shall be assigned without the previous written consent of the MDC, or if the MDC is of the opinion that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof is unnecessarily or unreasonably delayed, or that the Contractor has willfully violated or is willfully violating any of the provisions of this Contract or the Specifications, the MDC may notify the Contractor to discontinue all work or any part thereof under this Contract, by a written notice to be served upon the Contractor, and thereupon the Contractor shall discontinue such work, or such part thereof as the MDC may designate, and the MDC may thereupon, by Contract or otherwise as it may determine, take such steps as the MDC may deem necessary to continue and complete the work, or such part thereof, and charge the entire expense of such completion of the work, or part thereof, to the Contractor.

All expenses charged under this article shall be deducted and paid by the MDC out of any moneys then due or to become due the Contractor under this Contract, or any part thereof, as if the same had been completed by him; and in such accounting the MDC shall not be held to obtain the lowest figures for the work of completing the Contract, or any part thereof, or for insuring its proper completion, but all sums actually paid therefore shall be charged to the Contractor. In case the expenses so charged shall exceed the unpaid balance of the sum which would have been payable under this Contract, if the same had been completed by the Contractor, the Contractor shall pay the amount of the excess to the MDC.

When any particular part of the work is being carried on by the MDC, by contract or otherwise, under the provisions of this article of the Contract, the Contractor shall continue the remainder of the work in conformity with the terms of this Contract. Neither notice to the Contractor to discontinue work on any part of the Contract, nor the discontinuance thereof by the Contractor, shall in any way diminish the liability of the Contractor to indemnify and save harmless the MDC, as provided hereinbefore, unless and until the MDC shall have contracted with other parties to complete the work or part thereof and then only with respect to such work or parts thereof as the MDC may have so contracted.

5.07 DEFECTIVE MATERIAL. The inspection of the materials shall not relieve the Contractor of any of obligations to fulfill this Contract as prescribed herein, and defective materials may be rejected notwithstanding that such defects in materials may have been previously overlooked by the MDC and such materials accepted or estimated for payment.

If the materials, or any part thereof, shall be found defective at any time before the final acceptance of the whole work, the Contractor forthwith shall make good such defect in a manner satisfactory to the MDC, and if any delivered materials shall be condemned by the MDC as not in conformity with the Specifications, the materials shall be shipped back to the Contractor at his expense. If the Contractor shall fail to replace any defective materials after reasonable notice, the MDC may cause such defective materials to be replaced and the expense thereof shall be deducted from the amount to be paid the Contractor.

In case the nature of the defects is such that it is not expedient to have them corrected, or if there have been omissions in the work, the Contractor shall pay the MDC, and the MDC shall have the right to deduct from the amount due the Contractor on the final settlement of the accounts, such sums of money as the MDC considers a proper equivalent for the difference between the value of the materials specified and that furnished, or a proper equivalent for the damage.

5.08 TIME. The Contractor agrees that he will perform the work diligently and in accordance with any schedules which may be required in the Specifications and will complete all work within the time stipulated in the Solicitation, or as stated by the bidder in the Bid.

5.09 QUANTITIES. The quantities named in the Bid for the various items of materials to be furnished under this Contract are given only for the purpose of comparing, on a uniform basis, the bids offered for the materials under this Contract; and the MDC is not to be held responsible if it is found that any or all of the said estimated quantities are not even approximately correct. The Contractor shall have no claim for anticipated profits or for loss of profits, or for increase in prices bid because of a difference between the quantities of the various items of materials actually delivered and the estimated quantities stated in the Bid.

5.10 PRICES. The MDC shall pay, and the Contractor shall receive, as full compensation for materials furnished by the Contractor under this Contract, including all work required but not included in the items hereinafter mentioned, and also for all loss or damage arising out of the nature of the work aforesaid, or from any unforeseen difficulty encountered in the prosecution of the work, and for all risk of every description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified, and for assuming all duties and liabilities required herein, and for well and faithfully completing the work, and the whole thereof, as provided in this Contract, the sum or sums named in the Bid for furnishing services, referred to herein-before and made a part hereof, but subject to such retainages or deductions as may be provided for herein, and in accordance with, but not limited by, any interpretative clauses or specific lists of inclusions or exclusions which may appear in the Specifications attached hereto or shown on the Contract Drawings, if any.

5.11 RETAINAGES. The MDC may, at its discretion, withhold any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefore, to the payment of any expenses, losses or damages incurred by the MDC and determined as herein provided, and may retain until all claims are settled so much of such moneys as the MDC shall be of opinion will be required to settle all claims against the MDC and its officers and agents arising due to this Contract and included in the duties and liabilities assumed hereunder by the Contractor, and all claims for labor on the work, and also all claims for materials used in the work, or the MDC may make such settlements and apply thereto any moneys retained under this Contract. If the moneys retained under this Contract are insufficient to pay the sums found by the MDC to be due under the claims for labor and materials, the MDC may, at its discretion, pay the same and the Contractor or his surety shall repay to the MDC all sums as paid out.



5.12 WAIVER. Neither the inspection of the MDC or its employees, nor any order, measurement, nor any order by the MDC for the payment of money, nor any payment for nor acceptance of the whole or any part of the work by the MDC, nor any extension of time, nor any possession taken by the MDC or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the MDC, or any right to damages herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach.

Any remedy provided in this Contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided.

5.13 TERMINATION. This Agreement may be terminated in whole or in part in writing by the MDC upon two (2) days written notice in the event of failure by the Contractor to fulfill its obligations under this Agreement through no fault of the MDC.

If termination for default is effected by the MDC, an equitable adjustment in the price provided for in this Agreement shall be made, but no amount shall be allowed for anticipated profit on undelivered materials/unperformed services or other work and any payment due to the Contractor at the time of termination may be adjusted to cover any additional costs to the MDC because of the Contractor's default. The termination will not affect any rights or remedies of the MDC against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the MDC will not release the Contractor from liability.

This Agreement may be terminated in whole or in part in writing by the MDC for its convenience, provided that the Contractor is given not less than fifteen (15) days written notice of intent to terminate and an opportunity for consultation with the terminating party prior to termination.

Upon receipt of a termination action, the Contractor shall promptly discontinue all services affected, unless the notice directs otherwise. Upon such termination, the MDC, or its representative, may incorporate into the work performed by Contractor under this Contract, all materials and equipment stored at the site or for which the MDC has paid the Contractor but which are stored elsewhere and complete the Work as the MDC may deem expedient.

Upon termination, the MDC may take over the work, and may award another party a Contract to complete the work under this Contract.

To the extent that the Contractor has provided a performance bond under the provisions of the Contract, the termination procedures of the performance bond, if applicable, shall supersede these provisions.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. All portions of the Contract Documents have been signed or identified by The MDC and Contractor.

This Agreement shall become effective on \_\_\_\_\_, 201\_\_.

THE METROPOLITAN DISTRICT

CONTRACTOR

\_\_\_\_\_  
By:  
Title:

\_\_\_\_\_  
By:  
Title:

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest

Attest

\_\_\_\_\_  
John S. Mirtle, District Clerk

Address for giving notices

\_\_\_\_\_  
Address for giving notices

\_\_\_\_\_  
555 Main Street

\_\_\_\_\_  
P.O. Box 800

\_\_\_\_\_  
Hartford, CT 06142

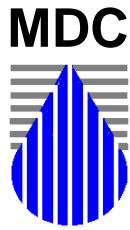
Note: If Contractor is a corporation, an affidavit giving the principal the right to sign the Agreement must accompany the executed Agreement.

Approved as to Form and Content:

\_\_\_\_\_  
R. Bartley Halloran  
District Counsel

**APPENDIX K**

**Contractor Safety Program**



# The Metropolitan District Contractor Safety Program

## **Purpose:**

To provide MDC personnel and contractors with a clear and concise understanding of the safety requirements and responsibilities needed while working on MDC property and/or MDC projects.

## **Policy:**

All firms contracted by MDC are required by the Occupational Safety and Health Act of 1970 and updates to provide safe and healthy employment to their employees.

MDC, as an employer, is also responsible for providing a safe and healthful work environment for its employees. Contract work may present situations or conditions that potentially could adversely impact the safety and health of MDC employees. This program is intended to ensure that both the MDC and the contractor provide a safe and healthy workplace at all times.

Contractors are required to provide safe workplaces and implement their own safety programs. This Contractor Safety Program is intended to assist in coordinating MDC and contractor operations during construction and renovation projects or providing services to MDC. By becoming familiar with the policies and procedures in the program, the safety-minded contractor will get the job done safely and minimize or eliminate workplace hazards.

Contractors are required to comply with all applicable Federal, State, and Local laws and also follow safe work practices for construction trades. Some of these regulations and safe work practices are outlined in this program.

Contractor management and supervisors must thoroughly review their own work practices and workplace hazards and provide their employees all the necessary training, certifications, and equipment for their safety.

This program applies to all contractors and their subcontractors under contract by the MDC. (All contractors, whether under contract or working under a purchase order agreement, are considered under contract and are covered by this entire program.) The following guidelines and provisions do not impose a duty on the MDC to initiate, maintain, oversee, inspect, supervise or control MDC contracted contractors' or subcontractors' compliance with applicable Federal, State and Local laws or otherwise ensure worksite safety for non-MDC employees. The following guidelines and provisions outline the MDC's role regarding contract administration.

**Definitions:****MDC Construction Engineer**

An MDC employee assigned to observe the progress of the contract and act as the primary MDC contact with the contractor.

**MDC Liaison:**

An MDC employee assigned to on-site observation and evaluation of the contractor's compliance with the contract or purchase order agreement.

**Contractor:**

A firm or individual who has contracted to the MDC to provide services.

**Near miss:**

A near miss is an incident that occurs that had the potential of causing a personal injury, damage to property or a release to the environment had it not been discovered and avoided in time or did not cause damages due to fortuitous circumstances.

**Procedures:**

1. The Metropolitan District shall include the Contractor Safety Program in all applicable contracts. The contractor shall complete the Contractor Safety Questionnaire (see Attachment A) and submit it with the bid. The contractor is required to sign the last page of the Questionnaire.
2. The safety record of a prospective contractor shall be one of the factors considered in the awarding of a contract for construction or related work. Factors to be considered are:
  - a) Worker's compensation rating (Experience Modification Rating (EMR));
  - b) Number of OSHA violations in the past three years;
  - c) The type of violations. (e.g. serious or willful, as defined by OSHA); and
  - d) The abatement of the violations.
3. EH&S will review the information prospective contractors provide in the Contractors Safety Questionnaire, including but not limited to, factors mentioned in Procedure No. 2.
4. If the information submitted in the Contractor Safety Questionnaire reveals higher rates of unsafe incidents than the acceptable incident rates published for the NAICS code, MDC reserves the right to reject the bid, or may refuse to hire the contractor under a purchase order agreement.
5. Failure to fully complete the Contractor Safety Questionnaire and submit with the bid will result in rejection of the bid for non-compliance, or refusal to hire under a purchase order agreement.

**Responsibilities:****All MDC personnel responsible for managing contracts will:**

1. Provide contractor with warnings of known hazards that may be encountered in the project;
2. Observe whether work performed by contractor is in compliance with the contract.

**The MDC Construction Engineer will review the contract language with EH&S for provisions regarding contractor's duty to:**

1. Meet and comply with applicable federal, state, and local environmental, health, and safety regulations and MDC requirements; and
2. Provide its employees with the necessary training, medical exams, and safety equipment.

**The MDC Construction Engineer will also:**

1. Review the contractual, statutory, and other environmental, health, and safety requirements with the contractor prior to the start of the contract;
2. Instruct the contractor to submit a safety and health plan with the bid package, if applicable\*, and provide a copy to the MDC Environment, Health & Safety Department ("EH&S") for review and incorporate the submitted health and safety plan into the contract;
3. Upon receipt of a report of noncompliance or any condition, which poses a serious or imminent danger to human health or safety, or a serious hazard to the environment, issue a request for corrective action to the contractor. Any such request by MDC Construction Engineer or any other authorized MDC personnel for corrective action from the contractor is not to be construed as undertaking a duty for initiating, maintaining, supervising or otherwise ensuring safety at the worksite of non-MDC employees.

**The MDC Construction Engineer, and/or the MDC Liaison will:**

1. Determine if EH&S has reviewed the contractor's written health and safety plan prior to the pre-construction meeting with the contractor;
2. Provide advanced notification to EH&S of all pre-construction meetings with the contractors so that they may have a representative present;
3. Observe whether contractor is complying with the contract health and safety plan and pertinent environmental, health, and safety regulations and refer any questions regarding compliance with specific regulations to EH&S;
4. Observe whether contractor has complied with its contractual duty to complete safety or environmental permits and make such permits available for review by an authorized person and/or appropriate EH&S personnel;
5. Notify EH&S of accidents and provide EH&S with a copy of the contractor's accident reports; and
6. Notify EH&S of an OSHA complaint and/or inspection of contractor's jobsite.

\* EH&S will determine if a Health and Safety Plan or Program is necessary, depending on the nature of the contract or services being provided.

## **Pre-construction Meeting**

Representatives of the contractor shall meet with the MDC Construction Engineer and a EH&S representative prior to the start of construction for the purpose of reviewing safety requirements and pertinent material safety data sheets (MSDS) for the work pertinent to the contract.

MDC is required by OSHA standards, most notably 29 CFR 1910.1200, Hazard Communication Standard, to provide information to contractors of any known hazards present at the work site. This information will be made available to the contractor in the project specifications (pre-bid) and at the pre-construction meeting.

## **Environment, Health and Safety Department**

EH&S will review all contracts at least one week prior to advertising, to determine whether appropriate environmental, health and safety regulations pertinent to the work site have been incorporated into the contract.

EH&S may make periodic on-site visits to review the contractor's compliance with the contracted health and safety plan and applicable environmental, health, and safety requirements. EH&S will distribute reports of the on-site visits to the contractor and Construction Engineer. **Any such on-site visit by EH&S or by MDC Construction Engineer or any other MDC personnel for review of contractor's compliance with its contracted health and safety plan and/or environmental, health or safety requirements shall not be construed as MDC undertaking a duty for initiating, maintaining, supervising or otherwise ensuring safety at the worksite of non-MDC employees.**

## **Contractor**

**The contractor's duties shall include but are not limited to:**

1. Providing frequent and regular safety inspections of the worksites, materials, and equipment by designated employees of contractor to ensure appropriate safety conditions are in place at all times on the project;
2. Notifying the MDC Construction Engineer of construction accidents immediately upon knowledge of the accident but in no instance shall notification be made more than twenty-four (24) hours after an accident;
3. Providing a detailed Accident/Incident Report of construction accidents, including corrective measures to avoid reoccurrences, within 48 hours.
4. Notifying the Construction Engineer of non-formal and/or formal OSHA complaint notifications and/or OSHA inspections of the jobsite; and
5. Provide training records of OSHA programs related to the project.

## **Health and Safety Plan**

It is the duty of the contractor and any subcontractors to develop and implement a comprehensive health and safety plan for their respective employees and agents, which covers all aspects of onsite construction and activities associated with the contract. The contractor shall provide the MDC Construction Engineer with a copy of this plan with its bid package.

The contractor shall address within its contract the following information pertaining to OSHA regulations. The following OSHA regulations are not an exhaustive list of said regulations nor are the subparts a comprehensive list of the information the contractor should address in its Health and Safety Plan.

**Hazard Communication (OSHA 29 CFR 1910.1200)**

1. Procedures for labeling and storing all chemical containers brought on MDC property or MDC jobs.
2. Procedures for maintaining and providing material safety data sheets (MSDSs) for all chemicals brought on MDC property/jobs.
3. Procedures for training personnel in the control of anticipated hazards.
4. Statement that employees have been trained.

**Personal Protective Equipment (OSHA 29 CFR 1910.132 to 1910.139)  
(Including eye, face, head, foot and hand protection).**

1. Procedures for conducting workplace hazard assessment that determines the hazards likely to be present and selects types of PPE that will fit and protect the employee.
2. Procedures for use and maintenance of personal protective equipment.
3. Written respiratory protection program. (29 CFR 1910.134)

**Confined Space (OSHA 29 CFR 1910.146)**

1. Procedures to protect contractor employees from the hazards of entry into permit-required confined spaces.
2. Procedures for coordinating with MDC personnel when entering MDC permit-required confined spaces per MDC Confined Space Program.
3. Procedures for training personnel in the required duties and potential hazards of confined space entry.

**Lockout/Tagout (OSHA 29 CFR 1910.147)**

1. Procedures pertaining to the servicing and maintenance of machines and equipment in which the “unexpected” energization or start up of the machines or equipment, or release of stored energy could cause injury to contractor or MDC employees.
2. Procedures for training personnel in the required duties and potential hazards of energy control.

**Electrical (OSHA 29 CFR 1910 Subpart S)**

1. Procedures for compliance with OSHA electrical standards 29 CFR 1910.301 to 1910.335

**Compressed Gas and Air Equipment (OSHA 29 CFR 1910.166 to 1910.169)**

1. Procedures for safe handling and securing of compressed gas cylinders.



### **Powered Industrial Trucks (OSHA 29 CFR 1910.178)**

1. Procedures for safe operation of forklifts, platform lift trucks, and motorized hand trucks.

### **Machinery and Machine Guarding (OSHA 29 CFR 1910.211 to 1910.219)**

1. Procedures for safe operation and maintenance of equipment with power transmission belts, pulleys, sprockets, chains, or clutches.

### **Toxic and Hazardous Substances (OSHA 29 CFR 1910.1000 to 1910.1450)**

1. Procedures for minimizing employee exposure to toxic and hazardous substances to comply with published permissible exposure limits.

### **Asbestos (OSHA 29 CFR 1910.1001 and 1926.1101)**

#### **Lead (29 CFR 1910.1025/1926.62/1926.103)**

1. Procedures for preventing disturbance of potential asbestos and/or lead containing materials.
2. Procedures for protecting employees from exposure above the OSHA PEL.
3. Procedures for obtaining asbestos bulk material surveys when the potential exists for the disturbance of potential asbestos containing materials.

### **Welding and Cutting (OSHA 29 CFR 1926.350 to 1926.354)**

1. Procedures for safe transportation and storage of compressed gas cylinders.
2. Procedures for safe welding and cutting including grounding, shielding, PPE, fire prevention (fire watch), Hot Work Permits, ventilation, and performing such operations on metals of toxic significance.

### **Scaffolds (OSHA 29 CFR 1926.450 to 1926.454)**

1. Procedures for safe use of scaffolding and aerial lifts including load capacities, construction techniques, fall protection and protection from falling objects.

### **Fall Protection (OSHA 29 CFR 1926.500 to 1926.503)**

1. Procedures for providing employee fall protection where employees walk or work on work surfaces that are six feet or more above a lower level including but not limited to, portable and fixed ladders, aerial lifts, scaffolds, roofs and elevated work levels and platforms.

### **Cranes, Derricks, and Hoists (OSHA 29 CFR 1926.550 to 556)**

1. Procedures for safe operation of overhead cranes, truck cranes and hoists.
2. Procedures for safe operation of material hoists, personnel hoists, and elevators.

### **Excavations (OSHA 29 CFR 1926.650 to 1926.652)**

1. Procedures for safe excavation including the design of sloping, benching, support, and shield systems; site inspection; protection from water accumulation; and stability of adjacent structures.

### **Concrete and Masonry Construction (OSHA 29 CFR 1926.700 to 1926.706)**

1. Procedures to protect employees from hazards associated with concrete and masonry operations.
2. Procedures for use of head and face protection when applying cement, sand, and water mixtures through a pneumatic hose.

### **Steel Erection (OSHA 29 CFR 1926.750 to 1926.753)**

1. Procedures for safe erection of skeleton steel construction in tiered buildings, structural steel assembly, bolting, and riveting.

### **Demolition (OSHA 29 CFR 1926.850 to 1926.860)**

1. Procedures for safe demolition of existing structures on MDC properties including contingencies to safely assess and manage potentially hazardous constituents such as asbestos and lead.

### **Stairways and Ladders (OSHA 29 CFR 1926.1050 to 1926.1060)**

1. Procedures for the safe construction and use of stairways and ladders.

### **Hazardous Materials/Hazardous Waste**

1. Procedures for storing and removing all hazardous materials and waste from MDC properties or job sites prior to completion of work.  
Note: Only authorized MDC personnel may sign manifests where MDC is generator of waste.

### **Work Zone Safety (OSHA 29 CFR 1926 subpart G)**

1. All contract work performed on public roads where the work will interrupt the normal flow of traffic and/or present hazards to pedestrians, the contractor must have procedures in place for conforming to the Manual on Uniform Traffic Control Devices, Part 6 (MUTCD).

## **Fire Prevention and Protection**

The contractor shall include in its safety and health plan an effective fire protection and prevention plan, including, but not limited to, provisions for the fire protection and suppression equipment, as set forth in this section.

- A. Housekeeping. Good housekeeping, with provision for prompt removal and disposal of accumulations of combustible scrap and debris, shall be maintained in all areas of the jobsite. Self-closing metal containers shall be used for the disposal of waste saturated with flammable liquids.
- B. Codes and regulations. The contractor shall comply with the requirements published in the current revisions of the National Electrical Code, National Electrical Safety Code, and the National Fire Protection Association standards.
- C. Smoking. Smoking or other sources of ignition shall not be permitted in areas where flammable or explosive materials are used, stored or are present. All such areas shall be conspicuously posted: NO SMOKING OR OPEN FLAMES. There is a no smoking policy in effect in all MDC facilities except in designated areas.
- D. Fires. Fires and open flame devices shall not be left unattended unless protected with automatic temperature control and cutoff devices.
- E. Cleaning and degreasing. Gasoline and liquids with a flash point below 100 degrees Fahrenheit shall not be used for cleaning and degreasing.

## **Issues of Non-Compliance**

If during the course of the contract, EH&S personnel observe a contractor's non-compliance with the contractor's contracted safety and health plan or the MDC safety and health requirements, EH&S personnel may bring it to the attention of the MDC Construction Engineer and may also document such non-compliance in writing. Failure to correct the violation or continued violations shall be grounds for termination of the contract.

If after notifying the Construction Engineer in writing of deficiencies in health, safety, or environmental requirements, EH&S personnel observe continued violations of those requirements, or observe actions that pose an imminent danger, an immediate order to stop work may be issued. The contractor will be solely responsible for any costs associated with the order to stop work until the deficiencies have been rectified. Should this occur, EH&S personnel will bring the matter to the attention of the MDC Construction Engineer, and the Manager of EH&S. Such deficiencies may result in the default of the contract or preclude contractor from performing future business with the MDC.

Any action taken by EH&S, MDC Construction Engineer or any other MDC personnel, including but not limited to observation, documentation and/or contract termination or suspension is not to be construed as undertaking a duty for initiating, maintaining, supervising or ensuring safety at the worksite of non-MDC employees.

## **Safety Training**

The contractor shall ensure that its employees have completed appropriate health and safety training when required by statute\* or regulation and/or by MDC requirements, and provide current documentation of such training when required by the contract.

*\*In compliance with Section 31-53b of the Connecticut General Statutes: “ Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration”. Per Section 31-53b-2(c) each employee must complete the course no earlier than five years before the commencement date of the public works project.*

## **Medical Clearance**

The contractor shall ensure that its employees have appropriate medical clearance when required by governmental regulations or by MDC requirements. Copies of current medical clearance for contractor personnel are required to be presented as specified by the contract.

## **Incident Reporting**

EH&S may participate with contractors in the investigation of incidents resulting in injury/illness and/or damage or loss of property and near misses.

## **Safety and Personal Protective Equipment**

The contractor shall provide all necessary safety and personal protective equipment needed by its employees and as required per OSHA and ANSI regulations.

The contractor shall ensure that its employees have received appropriate training on the use and maintenance of safety and personal protective equipment prior to its use. The MDC shall not be responsible for the failure of non-MDC employees to correctly use appropriate safety equipment and any such failure to properly use safety equipment is a violation of the contract and may result in default of the contract.

## **Documentation**

The contractor shall provide MDC with documentation, including but not limited to, required training, medical clearances, permits, material safety data sheets (MSDS) for its employees or operations at the pre-construction meeting. Where subcontractors are used, it is the responsibility of the contractor to provide this information to MDC.

**CONTRACTOR SAFETY QUESTIONNAIRE**  
**Attachment A**

DATE: \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

COMPANY TYPE (General Contractor, Mechanical, etc.): \_\_\_\_\_

ADDRESS: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RESOURCES**

1. Name of company Health and Safety Contact: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No. of Health and Safety Contact: \_\_\_\_\_

2. What percent of this person's time is spent on Health and Safety related matters? \_\_\_\_\_ %

3. How many other full-time Health and Safety representatives are employed by your company? \_\_\_\_\_

4. Name of Safety Representative proposed for this project? \_\_\_\_\_

Title: \_\_\_\_\_

What percent of this person's time will be spent on Health and Safety related matters? \_\_\_\_\_ %

Submit copy of Safety Representative's qualifications with completed questionnaire.

5. Does your company have a written procedure to ensure that adequate health and safety program resources, such as budget, equipment, training and manpower are included in each bid? If yes, submit a copy with completed questionnaire. \_\_\_\_\_



<u>No.</u>		<u>Yes</u>	<u>No</u>	<u>Applicable Page No. in H&amp;S Plan</u>
1.	Does your company have a written Health and Safety Plan? If yes, submit a copy with your completed questionnaire. If the answer is no, the bid may be disqualified.	_____	_____	_____
2.	Does your company have a written program to ensure Health and Safety issues are preplanned into each project and work operation (e.g., job hazard analysis, checklists, etc.)? If yes, submit a copy with the completed questionnaire or reference page number in the Health and Safety Plan.	_____	_____	_____
3.	Does your company have a written safety incentive program that will be implemented on this project? If yes, submit a copy with the completed questionnaire or reference page number in the Health and Safety Plan.	_____	_____	_____
4.	Does your company have a written accident/incident procedure? If yes, submit a copy with the completed questionnaire or reference page number in the Health and Safety Plan.	_____	_____	_____
	Do your written procedures require near-miss incidents to be investigated?	_____	_____	_____
5.	Does you company have a written health and safety training program? If yes, submit a copy with the completed questionnaire or reference page number in the Health and Safety Plan. If the answer is no, the bid may be disqualified.	_____	_____	_____
	If yes, does the program include the following:			
	New employee/project orientation	_____	_____	_____
	Weekly "toolbox" meetings	_____	_____	_____
	Daily job briefings	_____	_____	_____
	Supervisor safety training	_____	_____	_____
	Task specific training	_____	_____	_____
	OSHA required training	_____	_____	_____
	Other	_____		

<u>No.</u>		<u>Yes</u>	<u>No</u>	<u>Applicable Page No. in H&amp;S Plan</u>
6.	Does your company have a written procedure to ensure that only employees who are qualified by training and experience are allowed to operate equipment, tools, machinery and vehicles? If yes, submit a copy with the completed questionnaire or reference page number in the Health and Safety Plan.	_____	_____	_____
7.	Does your company designate and train competent people as required by the applicable OSHA standards (e.g., excavations, scaffold erection, etc.)?	_____	_____	_____
8.	Does your company have a written procedure to audit projects to ensure all projects are in compliance with applicable laws, requirements, etc.? If yes, submit a copy with the completed questionnaire or reference page number in the Health and Safety Plan.	_____	_____	_____
9.	Does your company have a written procedure to screen subcontractors based on their past safety performance? If yes, submit a copy with the completed questionnaire or reference page number in the Health and Safety Plan.	_____	_____	_____
10.	Does your company use a screening process to ensure employees are physically able to perform work as assigned? If yes, submit a copy with the completed questionnaire or reference page number in the Health and Safety Plan.	_____	_____	_____

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**DRUG FREE WORKPLACE PROGRAM**

<u>No.</u>		<u>Yes</u>	<u>No</u>	<u>Applicable Page No. in H&amp;S Plan</u>
1.	Does your company have a written drug free workplace program that includes drug testing? If yes, submit a copy with your completed questionnaire. If the answer is no, the bid may be disqualified.	_____	_____	_____

<u>No.</u>		<u>Yes</u>	<u>No</u>	<u>Applicable Page No. in H&amp;S Plan</u>
2.	If the answer to question 1 is yes, does your written drug free workplace program include the following?	_____	_____	_____
	Pre-employment drug & alcohol testing	_____	_____	_____
	Post accident drug & alcohol testing	_____	_____	_____
	Reasonable suspicion drug & alcohol testing	_____	_____	_____
	Random drug & alcohol testing	_____	_____	_____
	Supervisor and employee training	_____	_____	_____

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**OSHA CITATIONS**

<u>No.</u>		<u>Yes</u>	<u>No</u>	
1.	Has your company received any OSHA citations (opened and closed) within the last three years?	_____	_____	
2.	If the answer to question 1 is yes, <b>how many of each</b> of the following types of citations have you received?			<b><u>Number</u></b>
	Serious			_____
	Willful			_____
	Repeat			_____
	Other			_____
	De minimus			_____

Give a brief description of the nature of the citation(s), or attach a copy of the citation(s).

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**ACCIDENT AND ILLNESS STATISTICS**

Year: 20\_\_                      20\_\_                      20\_\_

1.	How many man-hours has your company worked in each of the last three years?	_____	_____	_____
2.	How many OSHA recordable injuries did your company experience in each of the last three years?	_____	_____	_____



3. Based on the below listed formula (a), what are your incident rates for each of the last three years? If the rates are above the current national average, the bid may be disqualified. \_\_\_\_\_
  4. How many lost time accidents has your company experienced in each of the last three years? \_\_\_\_\_
  5. Based on the below listed formula (b), what is your lost workday case rate for each of the last three years? If the rates are above the current national average, the bid may be disqualified. \_\_\_\_\_
  6. How many fatalities has your company experienced in each of the last three years? \_\_\_\_\_
  7. Submit a copy of your OSHA 300 logs for the last three years with your completed questionnaire.
- (a) 
$$\text{Incident rate} = \frac{\text{No. of OSHA recordable injuries} \times 200,000}{\text{Man-hours}}$$
- (b) 
$$\text{Lost workday case rate} = \frac{\text{No. of lost time accidents} \times 200,000}{\text{Man-hours}}$$



**WORKERS' COMPENSATION EXPERIENCE MODIFICATION RATE**

- |   | Year | 20__  | 20__  | 20__  |
|---|------|-------|-------|-------|
| 1. List your company's Workers' Compensation Experience Modification Rate for each of the last three years. If most recent year has a rate greater than one, the bid may be disqualified. |      | _____ | _____ | _____ |
| 2. SUBMIT, ON YOUR INSURANCE COMPANY LETTERHEAD, YOUR WORKERS' COMPENSATION EXPERIENCE MODIFICATION RATE FOR EACH OF THE LAST THREE YEARS WITH YOUR COMPLETED QUESTIONNAIRE.              |      |       |       |       |



Is there any additional information you feel we need to properly evaluate your company's safety and health program? If yes, please explain below or attach additional sheets.

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Name of Person Completing Questionnaire (Please Print):

Signature of Person Completing Questionnaire: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AUTHORIZATION**

1. I have reviewed and authorized release of this information for confidential use by the Metropolitan District.

\_\_\_\_\_  
Printed or typed name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

End of Section