

**The Town of New Fairfield
Sealed Bid Request**

DATE BID OPENING: Thursday, March 28, 2019

TIME: 10:30 A.M.

LOCATION: Finance Office, 3, Brush Hill Road, New Fairfield, CT 06812

BID TITLE: “Catch Basins Cleaning and Pipe Cleaning.”

BID SECURITY REQUIRED: None

BID NUMBER: 2019-20PWD4

DATED IN NEW FAIRFIELD: March 12, 2019

Purchasing Agent

PLEASE NOTE: ONE (1) ORIGINAL AND ONE (1) COPY OF SEALED BID MUST BE SUBMITTED.

Is your company a MBE/WBE business: _____
(Yes) (No)

Pursuant to and in accordance with the Invitation to Bid, General Information for Bidders, and specifications relating thereto, the undersigned offers to furnish all materials, labor, equipment, tools, supplies and other facilities and means necessary or proper to clean catch basins of winter road sand and other miscellaneous debris from all catch basins and also clean all pipes as needed within a designated area of New Fairfield, CT as described in the specifications and as ordered by the Director of Public Works or his designee.

Approximately 4,000 catch basins are in town of which a small proportion thereof will be cleaned.

Cost per catch basin. \$ _____

Approximately 40 miles of stormwater drainage pipes in town of which a small proportion thereof will be cleaned.

Cost per hour. \$ _____

If written notice of the acceptance of this bid (Purchase Order) is received by the undersigned within thirty (30) days after the date of opening of the bids, the undersigned agrees to begin the project described within __ working days from the date of said notice.

DISCOUNTS FOR PROMPT PAYMENT OFFERED MAY BE TAKEN INTO CONSIDERATION DURING BID EVALUATION. TERMS OF PAYMENT OFFERED WILL BE REFLECTED IN THE SPACE PROVIDED BELOW ON THE BID PROPOSAL FORM. ALL TERMS OF PAYMENT (CASH DISCOUNTS) WILL BE TAKEN AND COMPUTED FROM THE DATE OF DELIVERY OF ACCEPTABLE MATERIALS OR SERVICES, OR THE DATE OF RECEIPT OF INVOICE, WHICHEVER IS LATER. ALL INVOICES SHALL BE SUBMITTED TO THE FINANCE OFFICE, AND NOT TO PLACE OF DELIVERY.

Payment Terms: _____

Prices to remain firm for a period of one (1) year from date of award, and include transportation fees.

If it becomes necessary to revise any part of the RFP or these Specifications or otherwise provide additional information, an addendum will be issued by the Owner and published on the Town of New Fairfield website www.newfairfield.org **It is the sole responsibility of the Bidder to consult the Purchasing Department or Town website (Invitation to Bid section) prior to submittal of their final proposal for any addendums to this request.** Failure to acknowledge receipt of amendments in accordance with the instructions contained in the amendment may result in the proposal not being considered.

Each bidder must submit a Certificate of Insurance and the enclosed Hold Harmless Agreement with his proposal covering all equipment available. Please see Page 6 **Insurance**.

Company _____

**The Town of New Fairfield
Sealed Bid Request (cont.)**

Proposals **not** accompanied by the Certificate of Insurance and *signed* Hold Harmless Agreement may be *rejected* as informal.

The Town will only accept the equipment specified in this proposal. Any substitutions will **not** be considered and award will be made to the next lowest responsible bidder.

LIST EQUIPMENT WHICH WILL BE USED DURING CONTRACT PERIOD:

Address to where Purchase Order shall be mailed:

President/Owner: _____
(printed or typed)

NOTE. IT IS ESTIMATED THAT A MINIMUM OF ONE (1) MECHANICAL VACUUM WILL BE REQUIRED TO COMPLETE THIS PROJECT. AWARD MAY BE MADE TO ONE OR MORE VENDORS.

Company

Street

Town, State, Zip

By (signature)

Signed by (printed or typed)

Title

Dated Telephone

(800 #, if available)

Address Correction Requested

EXCEPTIONS

Page #	Paragraph #	Item Description & Alternate Proposal

REFERENCES

List below at least five (5) references for similar projects, including all information requested. ***THIS PAGE MUST BE COMPLETED.*** If Bidders wish to keep their references confidential, this page may be removed from the bid package and submitted with the bid in a separate sealed envelope marked. ***"REFERENCES - CONFIDENTIAL"***. The Town of New Fairfield is not responsible for maintaining the confidentiality of the references unless this procedure is followed.

1) Client _____

Project Address _____

Approximate \$ Value _____ Date: Started _____ Completed _____

Contact: Name _____ Telephone # _____

2) Client _____

Project Address _____

Approximate \$ Value _____ Date: Started _____ Completed _____

Contact: Name _____ Telephone # _____

3) Client _____

Project Address _____

Approximate \$ Value _____ Date: Started _____ Completed _____

Contact: Name _____ Telephone # _____

4) Client _____

Project Address _____

Approximate \$ Value _____ Date: Started _____ Completed _____

Contact: Name _____ Telephone # _____

5) Client _____

Project Address _____

Approximate \$ Value _____ Date: Started _____ Completed _____

Contact: Name _____ Telephone # _____

_____ Bid Title _____

Company _____ Bid # _____

Street _____

City, State, Zip _____ Telephone _____

HOLD HARMLESS AGREEMENT

herein

"**THE CONTRACTOR**" assumes responsibility and liability for any and all injury to or death of any and all persons, including **THE CONTRACTOR'S** agents, servants and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by **THE CONTRACTOR** or **THE CONTRACTOR'S** agents, servants or employees, or **THE CONTRACTOR'S** subcontractors or suppliers, and **THE CONTRACTOR** shall indemnify and hold harmless the owner, the Town of New Fairfield, and the (engineer/architect),

_____ from and against any and all loss and/or expense which they or either of them may suffer or pay as a result of claims or suits due to, because of or arising out of any and all such injuries, deaths and/or damage. **THE CONTRACTOR** if requested, shall assume and defend at **THE CONTRACTOR'S** own expense, any suit, action or other legal proceedings arising therefrom, and **THE CONTRACTOR** hereby agrees to satisfy, pay and cause to be discharged of record any judgment which may be rendered against the owner or architect arising therefrom.

Dated at New Fairfield, Connecticut this day of 2019.

Signed, Sealed and Delivered
in the presence of:

CONTRACTOR: _____

By: _____

Title

INSURANCE

Each bidder shall carry and maintain the following insurance coverage during the period of this contract:

- A. **Comprehensive General Liability Insurance** as will protect him, the Town, and any subcontractor performing work covered by this Contract, from claims for damages for personal injury, including accidental or wrongful death, as well as claims for property damages, which may arise from operations under this Contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. Liability Insurance shall include premises and operations products - contractual, owners and contractor's protective. The minimum amounts of such insurance shall be as follows:

Bodily Injury Liability and Property Damage Liability - \$1,000,000 each occurrence

Insurance policies shall provide for reinstatement of full coverage after payment of any claim.

- B. **Worker's Compensation Insurance and Employer's Liability** for all of his employees, employed at the site and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all employees of the latter unless such employees are covered by the protection afforded by the Contractor.

Worker's Compensation and Employer's Liability - Statutory Limits.

- C. **Comprehensive Auto Liability Insurance**

Bodily Injury Insurance and Property Damage Insurance covering the operation of all Motor Vehicles owned, hired, and/or non-owned by the Contractor, or used by the Contractor in the Prosecution of the work under the Contract, shall be in the minimum amounts of \$1,000,000 each occurrence.

All policies relating to this Contract shall be so written that the Town shall be notified of cancellation or change at least thirty (30) days prior to the effective date for each policy and type of coverage. Renewal certificate covering the renewal of all policies expiring during the life of the Contract shall be filed with the Town not less than ten (10) days before the expiration of such policies.

The Town shall be named as an additional insured on all policies.

SPECIFICATIONS

A. DESCRIPTION

This contract includes, but is not limited to the supplying of all labor, material, equipment and supervision necessary and required to clean catch basins of winter road sand and other miscellaneous debris from all catch basins and also clean pipelines as needed within a designated area of New Fairfield, CT as described in these specifications, and as ordered by the Director of Public Works or his designee.

The term debris shall mean all materials normally picked up by a mechanical vacuum such as dirt, pebbles, salt, glass, paper, cans and other materials. It also will include the manual removal of large items such as large stones, wood, bricks, and other heavy foreign objects that can not be removed with a vacuum in the areas to be cleaned. Catch basin shall be re-cleaned if necessary to remove all material.

The Contractor shall supply and maintain all tools and equipment necessary to accomplish cleaning services.

Water for all cleaning services shall be supplied by the Contractor and/or picked up at designated areas in the Town of New Fairfield.

All collected material shall be deposited in an area designated by the Director of Public Works or his designee.

All catch basins shall be cleaned with the normal flow of traffic. The Contractor shall provide fuel and maintenance for all equipment under his jurisdiction.

The Contractor shall be responsible for providing and posting no parking signs to insure that parked cars will not hamper cleaning or shall be responsible to return and clean any area previously blocked by parked vehicles.

The Contractor shall provide cleaning services for pipelines ranging from 4" to 48" in diameter. The Contractor shall provide root removal equipment such as hydraulic or mechanical driven cutters necessary to remove roots intruding into the pipeline. The Contractor shall provide his own water for pipeline cleaning. Debris in pipelines shall be removed by means of high-pressure hydraulic (Hydro-Cleaning) equipment. All high-pressure pipeline cleaning equipment shall be constructed for ease and safety of operation. The equipment shall have a minimum working pressure of 2,000 psi at a 30-gpm rate. The nozzles shall be capable of producing a scouring action, in the lines designated to be cleaned, to remove debris and sand from the flow line. Equipment shall also include a high-pressure hydraulic "gun" for washing and scouring manhole walls and floors. The gun shall be capable of producing flows from a fine spray to a solid stream. The equipment shall carry a nominal 1,000 gallon minimum water tank, auxiliary engines, pumps, and hydraulically driven hose reel. The equipment shall have a minimum of 650 feet of high pressure hose. All debris that was flushed out of pipelines and into abutting catch basins or manholes shall be cleaned directly after the pipeline work has been completed. The associate catch basin/manhole cleaning shall be considered as a part of the pipeline cleaning work.

The Town shall have the Highway Foreman or designee available at all times to direct the operations. The Foreman or designee will report to the Director of Public Works or his designee any problems that occur and provide progress reports on a daily basis.

The Contractor shall furnish all labor, materials, tools and equipment necessary to complete all work as herein specified or as directed by the Director of Public Works or his designee.

Work shall commence immediately following the completion of road sweeping and shall continue on a weekday daily basis until completion. The Town has the right to call the contractor at any time during the contract period for pipe and catch basin cleaning as needed. The Town shall be notified of the number of trucks to be used a week before to commencement of work. The Town shall notify the Contractor a week in advance of commencement of work.

SPECIFICATIONS (cont.)

B. EQUIPMENT

The machine shall be of the dual engine design to be used for removing sand, stones, bottles, cans, grease, sludge and other debris from the catch basin lines by the flushing action of high pressure water. The high-pressure water pump shall be hydraulically driven with the non-power train engine as the power source. The machine shall include an air conveying vacuum system, powered by an auxiliary diesel engine to provide for the simultaneous removal of debris flushed to the catch basins. A list of machines must be enclosed with the Contractor's bid. All machines shall not be over five (5) years old at the time of the bid. Machines must be equipped with an efficient water spray system for dust control and the spray system must be maintained in good operating condition. Machines must be properly registered and insured in accordance with the motor vehicle laws of the State of Connecticut. Machines must be in good working condition and maintained in that condition throughout the life of the contract. A sufficient supply of spare and other parts must be kept on hand to insure the timely fulfillment of this contract. Equipment shall be capable of removing sand, litter, leaves and debris sufficiently to meet the Town's cleanliness standards. Equipment shall conform to all Federal, State and Local safety regulations.

C. COMMENCEMENT OF WORK

Work shall commence immediately following the completion of road sweeping and shall continue on a weekday daily basis until completion. The Town shall be notified of the number of trucks to be used a week prior to commencement of work. The Town has the right to call the contractor at any time during the contract period for pipe cleaning as needed.

D. MEASUREMENT AND PAYMENT

The Town maintains approximately 4,000 catch basins, of which a small proportion will be cleaned. The work under this item will be measured for payment by the actual number of catch basins completed and accepted. Catch basins that must be re-cleaned in order to remove all sand and debris will only be measured once for payment. This work will be paid for at the contract unit price per catch basin as specified herein. A list shall be provided for basin cleaning that details the number and location of basins to be cleaned up to the budgeted amount.

The Town maintains approximately 40 miles of stormwater drainage pipes, of which a small proportion will be cleaned on an as needed basis. The work under this item will be measured for payment on an hourly basis for actual pipeline cleaned and accepted. There will be no exceptions allowed to this contract indicating additional hours to be paid for travel time, breakdowns, rest periods, and use of Town equipment and/or facilities to supply the Contractor with water.

E. LIQUIDATED DAMAGES

The Contractor, upon his/her failure or refusal to deliver the item(s), perform the service(s), or complete the service(s) within the time requested, or offered, shall forfeit to the Town as liquidated damages in the amount of \$200.00 per day.

F. PROTECTION AND DAMAGE

The Contractor shall at all times properly protect the Town structures, equipment, employees and the general public from damage by providing barricades, signs, etc.

The Contractor shall promptly repair any damage caused by the Contractor in an approved manner to match the original conditions at no additional cost to the Town.

G. COMPLETE JOB INTENDED

The Contractor shall provide a proper and complete job in all respects. Any work not specifically mentioned in these specifications, but obviously required for a complete and workmanlike job, shall be deemed included at no additional cost to the Town.

PLEASE LIST ADDITIONAL EQUIPMENT BELOW

Will you allow the New Fairfield Board of Education to "Piggyback" off this Contract YES NO?

GENERAL INFORMATION FOR BIDDERS

Bid Time

All bids will be received at the office of the Purchasing Agent, 3 Brush Hill Road, New Fairfield, CT 06812. Hand-carried bids must be submitted and logged in with the Purchasing Agent prior to the advertised hour of opening, at which time all proposals will be publicly opened and read aloud. No bids will be accepted after the advertised hour of opening.

Bid Inquiries

All questions regarding this bid or the specifications contained herein shall be directed to the Purchasing Agent. The Town of New Fairfield shall not accept responsibility for any information given by Town employees outside the Purchasing Department unless previously authorized.

Bid Submission

All bids must be submitted on the Town of New Fairfield Sealed Bid Request or Proposal forms provided. Under certain conditions, bids submitted on facsimile or photocopies may be accepted. Bids submitted on retyped or rearranged formats shall be rejected. All information that you wish to have considered must be submitted on the forms provided.

Bidders wishing to make alternate proposals must request additional forms. Bidders may reproduce bid documents for their own use, but must submit their proposals on the originals only.

Bidders are urged to read all documents carefully and fill in all information requested. Proposals which are incomplete, obscure, or conditional, and which contain irregularities of any kind, may be rejected as informal. Bids based upon receipt of entire award ("ALL OR NONE") will be considered conditional and shall be rejected.

Do not bind bid proposals. Attach all materials requested (i.e. bonds, checks, literature, etc.) directly to the Sealed Bid Request or Proposal form.

To insure proper identification, bid envelopes should show the bidder's name and address.

Descriptive Materials

Each bidder shall include in his proposal, drawings giving principle dimensions and all technical information and descriptions requested in these specifications. Photographs and drawings of similar equipment shall be furnished and show overall height, width, length and all construction features required by these specifications. Failure to include sufficient information or materials with the proposal shall automatically be cause for the bid not to be accepted or considered.

Bid Security

A bid bond, certified or bank check must accompany proposals as specified on Page Pl. **NOT NEEDED WITH THIS BID.** This bid security shall secure the obligation of the bidder to enter into a contract with the Town at his bid price in the event that his bid is accepted. All security deposits except that submitted by the successful bidder will be returned within three (3) days after the bid has been awarded. **CASH/PERSONAL CHECKS WILL NOT BE ACCEPTED.**

In case of delay in awarding of bid, all deposits will be returned after sixty (60) days. If all bids are rejected, deposits will be returned forthwith. Bids received without the specified security will not be read or considered in making an award.

Delivery

All deliveries must be F.O.B. New Fairfield, CT., Freight Prepaid, with quoted prices to reflect same. Bidders are required to state guaranteed delivery date in terms of weeks after receipt of order in the space provided. Bidders are cautioned to give realistic delivery dates as these will be strictly enforced. The Town reserves the right to cancel an order at any time should delivery become unacceptable, and place that order with an alternate supplier.

Tax Exempt

The Town of New Fairfield is exempt from payment of all taxes imposed by the State of Connecticut and/or the Federal government, including Federal transportation taxes. Such taxes must not be reflected in the bid price.

Equivalent Items

Where a specific brand name is called for, in most cases, this is only done in order to set up a description and/or standard of quality for the bid item. Equivalent items of equal or better quality may be proposed and must be approved by the Town of New Fairfield. The Town reserves the right to reject any proposal offering equipment and/or materials, which in its opinion, does not meet the standard of quality established by these specifications. **Any such decision will be considered final and not subject to further recourse.**

Exceptions

It is understood that these specifications may or may not describe the bidder's equipment as normally constructed, and that so-called "stock" equipment may or may not meet these specifications. All bidders must comply with the requirements of these specifications as herein contained. It is not the intent of these specifications to eliminate any qualified bidder. It is, however, the intent of these specifications to exclude inferior, experimental and/or improperly constructed equipment.

Exceptions to these specifications must be stated in writing in the bidder's proposal, in which the bidder shall describe in detail what, if anything, he proposes to furnish in lieu of the specification requirements. All exceptions, whether indicated or not on each page of the following Specifications/Sealed Bid Request, must be referenced to the corresponding page number, item and paragraph of these specifications and listed on the enclosed Sealed Bid Request pages marked "**EXCEPTIONS**". The Town of New Fairfield will consider properly documented exceptions when making the bid award.

In addition to the pages marked "**EXCEPTIONS**", each bidder shall indicate in the space provided, opposite each paragraph of the Specifications/Sealed Bid Request, whether or not the proposed equipment will meet the specifications of that particular paragraph.

All items required by these specifications and not listed as Exceptions must be furnished by the bidder or bonding company before the equipment will be accepted or paid for. Bidders taking no exceptions to these specifications will be expected to deliver the product or equipment as herein described.

Additional Standards

Bidders must be in compliance with all State and Federal rules and regulations and all applicable safety standards. The Town of New Fairfield reserves at any time the right to cancel any contract in the event it determines that a vendor or contractor to whom a bid has been awarded is in violation of any local, state, or federal regulation, ordinance or statute.

The successful bidder shall give his personal care and attention to the faithful prosecution of the contract, shall keep the work under his personal control and shall not assign or sub-let the contract or any part thereof, and shall not assign any of the money payable under this agreement, or his claim thereto, except by and with the consent of the Town.

Award

The Town of New Fairfield reserves the right to reject any or all bids and to award the contract to the Bidder deemed to be in the best interest of the Town. Unless otherwise specified, all bids will be awarded within 60 working days.

The Town reserves the right to award all, some or none of the items listed, and to place actual orders based on funds available at the time of award. Award may be made to one or more vendors.

The Town may consider proximity of vendor's service as a factor in determining lowest responsible bid. The Town reserves the right to favor item(s) of higher quality or size in making its award.

The Town of New Fairfield is not obligated for expenditures unless funds have been encumbered by Purchase Order or executed contract. Neither the decision nor the "Notice of Award" letter shall be considered an authorization for shipment or a notice to proceed with services or to order materials. A company or person who proceeds prior to receiving a Purchase Order or signing a contract does so without a contract and at their own risk.

Prepared by: Patty Mota
Purchasing Agent/Contracts Administrator

Dated _____

Bid # 2019-20-PWD4

NON-COLLUSION AFFIDAVIT

STATE OF _____ COUNTY OF _____

I, _____ being first duly sworn, deposes and says that:

1. I am _____ of _____, the bidder that has submitted the attached request for bid for _____;

2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3. Such bid is genuine and is not a collusive or sham bid;

4. Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of New Fairfield or any person interested in the proposed bid; and

5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed _____

Title _____

Subscribed and sworn to before this _____ day of _____, 20____.

My commission expires _____

Bid # 2019-20-PWD4

- Town
- Contractor
- Surety
- Other

PROJECT/BID NUMBER: FOR PERFORMANCE BID

TO: Town of New Fairfield
 Attn: Purchasing Agent
 3 Brush Hill Rd
 New Fairfield, CT 06812

CONTRACTOR: _____

In accordance with the provisions of the contract between the Town of New Fairfield and the contractor as indicated above, the (insert name & address of Surety Co.)

 _____, SURETY COMPANY on bond of
 (insert name & address of Contractor)

_____, CONTRACTOR, hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the surety Company of any of its obligations to the Town of New Fairfield as set forth in the Surety Company's bond.

Subscribed and sworn to before this
 _____ day of _____, 20____

 Notary Public

 Surety Company

 Authorized Representative's Signature

 Title

My commission expires _____

AGREEMENT

THIS AGREEMENT is made and entered into as of this ___ day of _____, ___ by and between the Town of New Fairfield, Connecticut, 4 Brush Hill Road, New Fairfield, Connecticut 06812 (hereinafter the "Town"), and Vendor Name, Address, (hereinafter the "Vendor").

WITNESSETH:

WHEREAS, the Town issued a Request for Proposal for Catch Basin and Pipe Cleaning dated **March 12, 2019** (hereinafter the "RFP");

WHEREAS, the Vendor submitted the successful bid for the provision of such services;

WHEREAS, the Town desire to retain the services of the Vendor for Catch Basin and Pipe Cleaning and Vendor desires to be so retained by the Town to render such services as hereinafter specified, all in accordance with the terms and conditions of this agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, Vendor, on the one hand, and the Town, on the other, agree as follows:

1. Vendor agrees to provide Catch Basin and Pipe Cleaning in accordance with the terms of this Agreement, the specifications set forth in Exhibit A hereto and the RFP, which is hereby made a part of this agreement.
2. The Town agrees to pay and the Vendor agrees to accept the fees set forth in Exhibit B hereto as full compensation for the performance of the services specified herein.
3. The duration of this Agreement shall be from **July 1, 2019 through June 30, 2020**, unless sooner terminated as hereinafter provided or extended by written agreement of the parties.
4. Vendor shall provide insurance as set forth in Exhibit C hereto.
5. To the fullest extent permitted by law, Vendor covenants and agrees to and shall at all times indemnify, protect and save harmless and defend the Town, its officials, agents and employees, from and against all costs or expenses resulting from any and all losses, damages, detriment, suits, claims, demands, costs and charges, including attorneys' fees, if any, which the Town and/or School District may directly or indirectly suffer, sustain or be subjected to by reason or on account of the services to be performed pursuant to this Agreement or any activities in connection with said Agreement, whether such losses and damages be suffered or sustained by the Town and/or School District directly or by its employees, licensees or invitees or be suffered or sustained by other persons or corporations who may seek to hold the Town and/or School District liable therefore.

6. Vendor shall not in the course of employment do or knowingly permit any act or thing to be done which may subject the Town and/or School District to any liability or responsibility for injury, damages to persons or property or to any liability by reason of any violation of law or of any legal requirement of public authority, but shall exercise such control as to fully protect the Town and School District against any such liability.
7. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation upon, any of the duties, obligations, rights and remedies otherwise imposed or available at law or in equity.
8. If (a) the Vendor shall be adjudged bankrupt or make an assignment for the benefit of creditors; or (b) a receiver or liquidator shall be appointed for the Vendor or for any of his property and shall not be dismissed within twenty (20) days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said twenty (20) days; or (c) the Vendor shall refuse or fail to perform the services specified herein or any part thereof; or (d) the Vendor shall assign this Agreement or any sums due hereunder without the prior written consent of the Town; or (e) the Vendor shall fail or refuse to regard laws, ordinances, or otherwise be in breach of any of the provisions of this Agreement; then, and in any such event, the Town without prejudice to any other right or remedy it may have, may by seven (7) days' notice to the Vendor terminate the employment of the Vendor. In such case, the Vendor shall not be entitled to receive any further payment. If the unpaid balance of the compensation to be paid the Vendor hereunder shall exceed the expense of completing the services contemplated by this Agreement, such excess shall be paid to the Vendor. If such expense shall exceed such unpaid balance, the Vendor shall be liable to the Town for such excess.
9. Notwithstanding any other provision of this Agreement, this Agreement may be terminated by the Town upon not less than seven (7) days' written notice to the Vendor for the Town's convenience and without cause.
10. This Agreement is intended by the parties hereto as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. No representation, understandings or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein. This Agreement can only be modified by a writing signed by both parties hereto or by their duly authorized representatives. It is distinctly agreed that in the case of modification or amendment in or additions to this Agreement, so much of this Agreement as is not necessarily affected thereby shall remain in full force and be binding upon the parties hereto; and that the making of such alterations, modifications, additions or amendments shall in no way annul, release or affect the liability of the parties hereto.

11. The Vendor shall keep fully informed of and comply with all existing and future state and national laws and municipal ordinances and regulations in any manner affecting this Agreement and/or the services contemplated by this Agreement.
12. This Agreement shall be governed by and enforced in accordance with the laws of the State of Connecticut, both as to interpretation and performance
13. The Vendor shall comply with the provisions of the Immigration Reform and Control Act of 1986 effective and enforceable as of June 6, 1987 which Act makes unlawful the hiring for employment or subcontracting individuals failing to provide documentation of legal eligibility to work in the United States. The Vendor shall hold the Town of New Fairfield harmless for the failure of the Vendor to comply with the provisions of said Act.
14. The Vendor shall, at the Vendor's own expense, take out all necessary permits from the state, municipal, or other public authorities, shall give all notices required by law or ordinances, and shall post all bonds and pay all fees and charges incident to the due and lawful performance of this Agreement or the services covered by this Agreement.
15. It is the intention and the agreement of the parties hereto that all legal provisions of law required to be inserted herein shall be and are inserted herein. However, if by mistake or otherwise, some such provisions are not herein inserted, or are not inserted in proper form, then on the application of either party, the Agreement shall be amended so as to strictly comply with the law and without prejudice to the rights of either party hereunder.
16. Except as specifically provided for herein, all obligations of Vendor survive the completion or termination of this Agreement and/or the services contemplated herein.
17. The Vendor agrees and warrants that in the performance of this Agreement it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, or physical disability, including, but not limited to, blindness, unless it is shown by such Vendor that such disability prevents performance of the Work involved, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the Vendor as related to the provisions of this section.
18. The Vendor further agrees and warrants that in the performance of this Agreement it will comply with the following:
 1. Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971.

2. Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973.

In addition, the Vendor further certifies that it is an affirmative action employer meeting both in policy and practice the principles of the Affirmative Action Program.

19. This Agreement shall be binding on and inure to the benefit of the parties hereto and to their respective successors and assigns.

IN WITNESS WHEREOF, the parties have hereto and to four other agreements of like tenor and date set their hands and seals as of the day and year first above written.

WITNESS:

TOWN OF NEW FAIRFIELD,
CONNECTICUT

By: _____
_____, First Selectman

WITNESS:

VENDOR NAME

By: _____
_____, President

STATE OF CONNECTICUT)

ss. New Fairfield

2019

COUNTY OF FAIRFIELD)

Personally appeared _____, First Selectman of the Town of New Fairfield, signer and sealer of the foregoing instrument, he being hereunto duly authorized, who acknowledged that he executed the same in the capacity and for the purpose therein stated, and that the same is his free act and deed, as First Selectman, before me.

Commissioner of the Superior Court
Notary Public

STATE OF CONNECTICUT)

ss.

COUNTY OF FAIRFIELD)

Personally appeared _____, President of VENDOR NAME., VENDOR ADDRESS, signer and sealer of the foregoing instrument, he/she being thereunto duly authorized, who acknowledged that he/she executed the same in the capacity and for the purpose therein stated, and that the same is his free act and deed, before me.

Commissioner of the Superior Court
Notary Public

BID SUBMITTAL CHECKLIST

THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH YOUR BID SUBMITTAL:

- **BID COVER SHEET – WITH YOUR COMPANY INFORMATION COMPLETED**

- **PROPOSAL SHEET(S), IF SEPARATE FROM THE BID COVER SHEET**

- **EXCEPTIONS PAGE**

- **REFERENCES PAGE**

- **CERTIFICATE OF INSURANCE – PLEASE REMEMBER THAT THE TOWN OF NEW FAIRFIELD IS TO BE LISTED AS AN ADDITIONAL INSURED ON THE POLICY**

- **NON-COLLUSION AFFADAVIT**

- **HOLD HARMLESS AGREEMENT**

- **STANDARD CONTRACT**

PLEASE NOTE **REPLIES**: whether bid or no bid, must have the bid number clearly identified on the outside of the envelope. Bidders not marking the envelopes with the Bid number and date/time of opening on the envelope will have no recourse against the Town of New Fairfield or its employees. Such bidders run the risk of the bid being opened prior to the scheduled Bid Opening time. Once opened such bids are public record. Any alleged oral agreement made by a bidder or contractor with any agency or employee of the Town of New Fairfield will be disregarded.