



**BID #2019-38**  
BUS TRANSPORTATION SERVICES  
SUMMER PROGRAM SCHEDULE

TOWN OF STRATFORD  
PURCHASING DEPARTMENT  
2725 MAIN STREET  
STRATFORD, CT 06615

Date Submitted \_\_\_\_\_, 2019.

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

Bidder:

\_\_\_\_\_

Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Released: Friday, 10<sup>th</sup> May, 2019

Phillip Ryan, Purchasing Agent

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

**11:00AM, Wednesday, 29<sup>th</sup> May, 2019**

NOTE:

1. Bidders are to complete all requested data in the upper right corner of this page and must return this page with their bid proposal.
2. No bid shall be accepted from, or contracts awarded to, any person/company who is in arrears to the Town of Stratford upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Stratford.
3. Submissions are to be submitted in a sealed envelope and clearly marked "**BID #2019-38**" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.

## INVITATION TO BID

The Town of Stratford (Town) on behalf of its Recreation Department and South End Community Center is seeking competitive bids from licensed contractors to provide bus transportation services for day trips scheduled during the summer.

Buses shall be standard “school” type and accommodate for transportation of 49 children. Buses must be equipped with safety lights and stop arms, including all other safety features required by law.

Destinations as listed on the Bid Proposal Form will be scheduled upon request per an individual basis, that is, only selected destinations will be requested at any given time. All trips are subject to change and will be scheduled with the awarded bus company and confirmed by the requisitioning department in advance, including all pick-up and drop-off locations. Day trips will be scheduled June through August, 2019.

### REQUESTS FOR INFORMATION (RFI) / ADDENDA

Direct requests in writing to: Town of Stratford, Purchasing Department  
Attention: Phillip Ryan, Purchasing Agent  
2725 Main Street, Stratford, CT 06615  
[PRyan@townofstratford.com](mailto:PRyan@townofstratford.com)

NOTE: Written requests for information will not be accepted after 12:00PM on Monday, 20<sup>th</sup> May, 2019.

Response will be in the form of an addendum that will be posted approximately Thursday, 23<sup>rd</sup> May, 2019 at close of business to the Purchasing Department website: [www.townofstratford.com/purchase](http://www.townofstratford.com/purchase)

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

### REQUIREMENTS

1. Exceptions: Bidders are required to provide full details of any exceptions to the specifications. Details must be submitted separately and attached to the proposal page.
2. Please provide the Town with at least five (5) references (preferably municipalities) regarding services performed.
3. In compliance with the Immigration and Control Act (1986) each employee must be able to provide proof of Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility, upon request by the Town.
4. The Contractor shall be required to submit all licenses and certifications as deemed necessary by the Town, prior to commencing the contract.
5. Prior to submitting a proposal, the Town of Stratford strongly advises prospective bidders to familiarize themselves with all requirements, locations, travel distances and traffic conditions.
6. No contract may be assigned or transferred without the written consent of the Town. Any proposal submitted by a bidder who intends to act as an intermediary contractor between two (2) or more parties in negotiating an agreement will not be accepted; that is, brokered contracts will not be permitted.
7. The Town of Stratford reserves the right to award the bid on an item-by-item basis to bidders based on lowest price, comparable equipment, broadest range of services and/or responsive work schedule; or any combination of these criteria. The Town also reserves the right to terminate any route destination as deemed necessary.

## **CANCELLATIONS**

Any route may be cancelled or delayed with 24 hours' notice to the Contractor, without costs incurred to the Town, essentially due to weather related forecasts and/or cancellation of events (i.e. business and park closures) where outside of the Town's control.

## **EQUIPMENT**

It shall be the responsibility of the Contractor to provide a sufficient number of vehicles, with sufficient capabilities to adequately meet the needs of the Town.

1. All vehicles will have valid Connecticut Department of Motor Vehicles operating certificates and be maintained in safe and suitable condition for operation. It is the responsibility of the Contractor to provide safe, proper, and appropriate maintenance on vehicles used during the term of this Contract.
2. Vehicles used to transport students shall not display any advertisement, political or otherwise, either inside or outside of the vehicle without the expressed written consent of the Town. All buses/vehicles must be maintained in a neat and clean condition, both inside and out, at all times that weather permits.
3. All vehicles used will have an age that does not exceed five (5) years.
4. Where a harness is specified for a particular student(s), the harness shall be provided by the Contractor, unless otherwise indicated in the bid document.
5. Vehicles must have working air-conditioning with minimum operating temperature of 65 degrees F.

## **RESPONSIBILITIES**

Where any vehicle used under this contract to perform services to include a bus aide provided by the Contractor (based upon IEP requirements) the use of the terms "bus/vehicle attendant" or "aide" are interchangeable.

1. All aides must be prepared to assist special education students to and from the threshold of the property, and they must assist the handicapped student in entering and leaving the vehicle. While this is not to be construed as requiring aides to carry a student, it does mean assisting by lifting legs, carrying books, or otherwise assisting handicapped students to enter and leave buses. In addition, drivers must be prepared to provide a certain amount of reasonable assistance, as circumstances may deem necessary.
2. The physical examinations of drivers shall be at the driver's or the Contractor's expense. All exams to be completed as required by regulations of the Department of Motor Vehicles. All drivers must also comply with any Federal drug and alcohol testing requirements which compliance will be solely at the Contractor's expense, and any physical ability tests that may be mandated during the term of this Contract.
3. Transportation vehicles must be operated at all times by capable and competent personnel at safe and reasonable rates of speed. The Town reserves the right to require any and all reasonable precautions for the safety of students in their transportation to and from all locations.
4. Under no circumstances, shall a driver refuse to pick up or discharge a student unless authorized by the Town, nor shall a driver remove a student from a bus providing services hereunder before reaching the student's intended destination, except in the case of an emergency.

## BID PROPOSAL FORM

I, \_\_\_\_\_ have received the following contract documents,

1. *BID Document #2019-38*
2. *Posted addenda numbered \_\_\_\_\_ through \_\_\_\_\_ posted at [www.townfostratford.com/purchase](http://www.townfostratford.com/purchase) and have included their provisions in my proposal.*

*I shall supply all labor, vehicles, materials, equipment, insurances and applicable taxes, permits, etc., to provide transportation services as specified for the following route destinations:*

**Round Trip** = Journey from Stratford (place of pick up) to program destination and return trip to Stratford, same day.

Any destination route may be suspended or terminated without penalty incurred to the Town where cause by unforeseen circumstances, such as, but not limited to, business and park closures, highway shutdowns, inclement weather, etc.

Destinations as listed below will be scheduled upon request per an individual basis, that is, only selected destinations will be requested at any given time. All trips are subject to change and will be scheduled with the awarded bus company and confirmed by the Recreation Department and South End Community Center in advance, including all pick-up and drop-off locations.

**COLUMN A:** Provide price per bus, round trip. No bus aide required.

**COLUMN B:** Provide price per bus, round trip. Price to include one (1) bus aide.

<u>DESTINATION</u>	<u>A. ROUND TRIP</u>	<u>B. ROUND TRIP</u>
AMF Bowling, Milford	\$ _____	\$ _____
Beardsley Zoo, Bridgeport	\$ _____	\$ _____
Boothe Park, Stratford	\$ _____	\$ _____
Bounce U	\$ _____	\$ _____
Bow Tie Cinemas, Trumbull	\$ _____	\$ _____
Bridgeport Harbor Yard, Bridgeport	\$ _____	\$ _____
Brownstone Water Park, Portland	\$ _____	\$ _____
Club Getaway, Kent	\$ _____	\$ _____
CT Rock Gym	\$ _____	\$ _____
CT Science Center, West Hartford	\$ _____	\$ _____
Discovery Ropes Course, Bridgeport	\$ _____	\$ _____
Farmington River, New Hartford	\$ _____	\$ _____
Flood Pool, Stratford	\$ _____	\$ _____

DESTINATION

A. ROUND TRIP

B. ROUND TRIP

Helicopter Museum, Stratford	\$ _____	\$ _____
Jump Off, Stratford	\$ _____	\$ _____
Kayaking, Old Saybrook	\$ _____	\$ _____
Lake Compounce, Bristol	\$ _____	\$ _____
Lake Quassapaug "Quassy", Middlebury	\$ _____	\$ _____
Laser Planet, Waterbury	\$ _____	\$ _____
Launch Trampoline Park	\$ _____	\$ _____
Longbrook Park, Stratford	\$ _____	\$ _____
Maritime Aquarium, Norwalk	\$ _____	\$ _____
Movie Theater, Fairfield	\$ _____	\$ _____
Movie Theater, Milford Mall	\$ _____	\$ _____
Mystic Aquarium, Mystic	\$ _____	\$ _____
New England Air Museum, Windsor Locks	\$ _____	\$ _____
Norwalk Maritime Aquarium, Norwalk	\$ _____	\$ _____
Peabody Museum, New Haven	\$ _____	\$ _____
Powder Ridge Ski Resort, Middletown	\$ _____	\$ _____
Roller Magic, Waterbury	\$ _____	\$ _____
Roosevelt Forest, Stratford	\$ _____	\$ _____
Shelton Rinks, Shelton	\$ _____	\$ _____
Short Beach Park, Stratford	\$ _____	\$ _____
Star Factory, Stratford	\$ _____	\$ _____
Stratford Marina, Stratford	\$ _____	\$ _____
Yale University Art Gallery, New Haven	\$ _____	\$ _____

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

If harness restraints are provided by your company, please submit pricing below:

<u>Size</u>	<u>Round Trip</u>	<u>Size</u>	<u>Round Trip</u>
Small:	\$ _____ /each	Medium:	\$ _____ /each
Large:	\$ _____ /each	Extra Large:	\$ _____ /each

- 1) Prior to submitting proposal costs, the Town of Stratford strongly advises prospective bidders to familiarize themselves with all routes and location addresses, including vehicle requirements to meet each student's needs.

Conform Yes \_\_\_ No \_\_\_

- 2) Costs submitted per round trip must include administration, mileage and driver, including travel time to-and-from each destination, and all other specified equipment required to perform the transportation services. Price to include one (1) bus aide where requested.

Conform Yes \_\_\_ No \_\_\_

- 3) Any proposal submitted by a bidder who intends to act as an intermediary contractor between two (2) or more parties in negotiating an agreement will not be accepted; that is, brokered contracts will not be permitted.

Conform Yes \_\_\_ No \_\_\_

- 4) All insurance and indemnification requirements as stated under the Terms and Conditions shall be provided as part of this contract. Proof of such insurance must be received by the Town of Stratford, prior to commencement of contract.

Conform Yes \_\_\_ No \_\_\_

Round Trip = Journey from Stratford (point of pick up) to program destination and return to Stratford location, same day.

NOTE: The Town of Stratford reserves the right to award the bid to one (1) or multiple contractors based on lowest price, broadest range of services to-and-from all destinations and/or responsive schedule; or any combination of these criteria. The Town also reserves the right to alter destination routes and/or delete locations as deemed in the Town's best interest.

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Provide reference details regarding previous or existing contracts performed:**

**REFERENCE #1:**

Name of Company \_\_\_\_\_ Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_ Cell \_\_\_\_\_  
Company Address \_\_\_\_\_ Fax \_\_\_\_\_  
Date work completed \_\_\_\_\_ Email \_\_\_\_\_

**REFERENCE #2:**

Name of Company \_\_\_\_\_ Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_ Cell \_\_\_\_\_  
Company Address \_\_\_\_\_ Fax \_\_\_\_\_  
Date work completed \_\_\_\_\_ Email \_\_\_\_\_

**REFERENCE #3:**

Name of Company \_\_\_\_\_ Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_ Cell \_\_\_\_\_  
Company Address \_\_\_\_\_ Fax \_\_\_\_\_  
Date work completed \_\_\_\_\_ Email \_\_\_\_\_

**REFERENCE #4:**

Name of Company \_\_\_\_\_ Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_ Cell \_\_\_\_\_  
Company Address \_\_\_\_\_ Fax \_\_\_\_\_  
Date work completed \_\_\_\_\_ Email \_\_\_\_\_

**REFERENCE #5:**

Name of Company \_\_\_\_\_ Phone \_\_\_\_\_  
Contact Person \_\_\_\_\_ Cell \_\_\_\_\_  
Company Address \_\_\_\_\_ Fax \_\_\_\_\_  
Date work completed \_\_\_\_\_ Email \_\_\_\_\_

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

**BID PROPOSALS**

Bid proposals are to be submitted in a sealed envelope and clearly marked on the outside “BID #2019-38” including all outer packaging such as DHL, FedEx, UPS, etc. All prices and notations must be printed in ink or typewritten. No erasures are permitted. Bid proposals are to be in the office of the Purchasing Department, Town Hall, 2725 Main Street, Room 202, Stratford, Connecticut, prior to date and time specified, at which time they will be publicly opened.

**RIGHT TO ACCEPT / REJECT**

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

**POWER OF REJECTION**

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

**QUESTIONS**

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

**Mr. Phillip Ryan, Purchasing Agent:** [PRyan@townofstratford.com](mailto:PRyan@townofstratford.com)

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

**PRICES**

Prices quoted must be firm, for acceptance by the Town of Stratford, for a period of sixty (60) days. Prices shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid.

**F.O.B. DESTINATION**

Prices quoted shall be net-delivered to destination. Bids quoting other than F.O.B. Destination may be rejected.

**BOND REQUIREMENT – NON-RESIDENT CONTRACTORS**

1. Non-resident contractors are required to deposit with the Department of Revenue Services a sum equivalent to 5% of the total contract value, as assurance that personal property taxes and/or any other State taxes assessed and due the State during the contract will be paid.
2. If this surety is not deposited with the State, the Town is required to deduct and submit to the State 5% of the total contract value.

**PERMITS**

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

**PAYMENT PROCEDURES**

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

**PAYMENT PERIOD**

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



### **THE CONTRACTOR**

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

### **ASSIGNMENT OF CONTRACT**

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

### **AWARD OF BIDS**

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

### **OSHA**

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

### **INSURANCE**

The Contractor shall not commence any work under the Contract until all insurance required by this section has been obtained and Certificates of Insurance and any other evidence of required coverage requested by the Town, including a copy of the policy itself, have been received and approved by the Town.

Such policies shall stipulate that no coverage can be changed or canceled, including for non-payment of premium, unless the Town has had thirty (30) days prior notice in writing. Certificates of renewals or changes in policies shall be delivered to the Owner at least thirty (30) days prior to the expiration of the policy.

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

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

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

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

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

Automobile Insurance: The Contractor shall carry and maintain during the life of the Contract a policy with a combined single limit of \$2,000,000 and rider CA9948 or equivalent.

This policy shall include all liability of the Contractor arising from the operation of all self-owned motor vehicles used in the performance of the Contract; and shall also include a "non-Ownership" provision covering the operation of motor vehicles not owned by the Contractor, but used in the performance of the work.

Commercial General Liability:

- Bodily Injury and Property Damage \$1,000,000 each occurrence / \$2,000,000 aggregate
- Products/Completed Operations \$1,000,000 each occurrence / \$2,000,000 aggregate

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

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

Pollution Liability Insurance: [Deleted]

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

Additional Insureds: The following entities shall be named as additional insureds on the General Contractor's and Subcontractors' Commercial General Liability, Pollution Liability, and Umbrella:

- Town of Stratford ("Town"), its officers, employees and agents, and the Board of Education ("BOE"), its officers, employees and agents.

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

The following must be maintained in force by Contractor at his/her expense:

- a) A combined single limit of bodily injury and property damage of \$2,000,000 per occurrence is required.
- b) An additional insured endorsement is preferred. The Town, at its sole discretion may accept endorsement CA 20 48 2/99 instead. Either endorsement must name the Town of Stratford and Stratford Board of Education, and any of their public officials, agents, employees and volunteers.
- c) Coverage should be at least equal to the standard ISO CA 00 01 with no manuscript endorsements reducing or limiting coverage unless approved beforehand by the Town.
- d) Commercial General Liability with limits of at least \$2,000,000 per occurrence/\$2,000,000 aggregate to apply per location and/or per project. Coverage for bodily injury, property damage, products/completed operation, personal injury and advertising injury. Coverage at least equal to ISO Form CG 0001. An additional endorsement, equivalent to CG 2026 or CG 2010 naming the Town of Stratford and its Board of Education, and any of their public officials, agents and employees must be included. A Waiver of subrogation in favor of the additional insured must apply.
- e) \$5,000,000 umbrella or excess liability coverage. Must be at least follow form over the Auto, General Liability and Employers Liability.
- f) Workers Compensation and Employers Liability covering all employees and meeting the requirements of Connecticut law. A waiver of subrogation in favor of the Town of Stratford and its Board of Education, and any of their public officials, agents and employees must be included.
- g) Unemployment Insurance coverage covering all employees consistent with the requirements of Connecticut laws.
- h) Sexual Misconduct and Malfeasance insurance must be provided with limits of at least \$1,000,000 and must include an additional insured endorsement naming the Town of Stratford and its Board of Education, and any of their public officials, agents, employees and volunteers. This can be either a separate policy or as an endorsement to the General Liability. If endorsed on the General Liability, it must be clearly stated that the Auto exclusion on the General Liability policy does not apply to this coverage.

- i) Said policy or policies shall be primary to any policies of insurance available to the Town and must contain thirty (30) days prior notice to the Town of cancellation or content change.
- j) The limits as outlined herein are strictly minimum amounts. The Town encourages the use of higher limits and assumes no liability in the event that claims are presented against the Contractor for amounts in excess of these minimum limits.
- k) The Contractor shall deposit with the Town satisfactory evidence of insurance (including renewals) showing minimum coverage as required above.
- l) The Contractor shall hold harmless, defend and indemnify the Town from all claims for damages, including death, which may arise from operations under the Contract(s), including but not limited to, claims brought against the Town by third parties, employees of the Town, or employees of the Contractor.
- m) All insurance certificates shall state that the policy will not be canceled nor shall coverage be reduced or limited without thirty (30) days prior written notice to the Town. It shall further state that a similar thirty (30) days prior written notice will be given to the Town prior to the expiration of the policy if renewal coverage is to be refused or such coverage is to be reduced on renewal. Such certificates shall show the name and address of the insured Contractor, the policy number, the type of coverage, the inception and expiration dates, and it shall clearly state what, if any, coverage's are excluded by special or manuscript endorsement or otherwise excepting such as appear in the standard ISO policies as they relate to this Contract. The Town reserves the right to make direct inquiry to the insurance carrier for an explanation of coverage's and the Contractor agrees to assist in obtaining any such desired information. Contractor acknowledges that failure to provide the mandated insurance on behalf of the Town constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Town.
- n) The proposer shall procure and pay for the insurance coverage described above and must maintain the indicated insurance for a period of two (2) years after completion of the contract. All policies shall provide for thirty (30) days written notice prior to cancellation, substantial change or nonrenewal. Failure or neglect to do so may be considered by the Town as proof that the proposer is unable to fulfill the Contract. A current insurance certificate and a copy of the endorsement or policy wording adding the Town as Additional Insured must be in the Town's possession at all times. In addition, the selected firm shall require its subcontractors, if any, to meet the same insurance requirements and to furnish the Town with similar evidence of insurance.
- o) Naming the Town of Stratford as Certificate Holder is NOT sufficient. The Town of Stratford must be named as Additional Insured ON THE POLICY.

#### **HOLD HARMLESS**

In addition, the proposer shall, at all times, save, indemnify and hold harmless the Town of Stratford, its officers, agents, employees and servants from liability of any nature or kind, including costs and expenses for or on account of, any patented or copyrighted equipment, materials, articles, or processes used in the performance of this contract, or on account of any and all claims, damages, losses, litigation expense and counsel fees arising out of loss or injuries (including death) sustained by or alleged to have been sustained by the public or any persons affected by the proposer 's work, or by the proposer or any subcontractor, or anyone directly or indirectly employed by them while engaged in the performance of their duties in connection with this contract.

#### **FEDERAL, STATE, AND LOCAL LAWS**

All applicable federal, state and local laws, rules and regulations of all authorities having jurisdiction over the locality of the contract shall apply, and deemed to be included herein.

#### **CONFLICT OF INTEREST**

No officer or employee or member of any elective or appointive board, commission, committee or council of the Town, whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, committee or council of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee or council of which he/she is a member.

**SCOPE OF WORK / SITE INSPECTIONS**

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

**EXCEPTION TO SPECIFICATIONS**

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

**UNLESS OTHERWISE NOTED**

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

**TAX EXEMPT**

Federal Tax Exemption 06-6002103.

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