



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

BID #2019-81 BOILER CLEANING SERVICES FAIRFIELD PUBLIC SCHOOLS


TOWN OF FAIRFIELD
PURCHASING AUTHORITY
725 OLD POST ROAD
INDEPENDENCE HALL
FAIRFIELD, CT 06824.

Date Submitted _____, 2019.

SEALED BIDS are subject to the standard instructions set forth on the attached sheets. Any modifications must be specifically accepted by the Town of Fairfield, Purchasing Authority.

Bidder:



First Selectman


Director of Purchasing
06/05/2019

Date

Doing Business As (Trade Name)

Address

Town / State / Zip

Mr. / Ms. Title

Signature

Telephone Fax

E-mail

Sealed bids will be received by the Purchasing Authority at the office of the Director of Purchasing, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to:

11:00am, Thursday, 20th June, 2019

To provide labor, materials, equipment, and all else necessary, to perform boiler cleaning services for multiple Fairfield Public Schools' (FPS) facilities, as detailed in the attached specifications.

NOTES:

1. Bidders are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their bid.
2. No bid shall be accepted from, or contracts awarded to, any person/company who is in arrears to the Town of Fairfield 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 Fairfield.
3. Bid proposals are to be submitted in a sealed envelope and clearly marked "BID #2019-81" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. Bid proposals are not to be submitted with plastic binders or covers, nor may the bid proposal contain any plastic inserts or pages.

INVITATION TO BID

The Town of Fairfield (Town) on behalf of its Board of Education (BOE) is seeking competitive bids from qualified contractors to perform boiler cleaning services at (16) Fairfield Public Schools' (FPS) facilities.

Prospective bidders are strongly encouraged to inspect all facilities in order to be familiar with equipment to be serviced. Access to equipment may be obtained by contacting the BOE Manager of Facilities, phone 203-255-8448.

TERM / RENEWAL OF CONTRACT

The Town of Fairfield intends to award a (12) month contract with four (4) one-year optional renewal terms.

- On (60) days advance written notice, the Town may renew the 2014 contract per the same terms and conditions, including a mutually agreed upon optional cost of living allowance (COLA) reflecting industry standards.
- Each contract extension may be offered at the sole discretion of the Town of Fairfield.
- In the event that the Contractor does not perform the work in accordance with the specifications and/or scope of services, the Town reserves the right to terminate the contract with two (2) weeks' written notice.

ADDENDA / REQUESTS FOR INFORMATION (RFI)

Addenda concerning important information and/or modifications to specifications will be posted on the Fairfield Purchasing Department website at www.fairfieldct.org/purchasing.htm

- It is each Bidder's sole responsibility to monitor the above website for all updated information.
- Addenda will not be mailed, e-mailed or faxed out.
- Written requests for information will not be accepted after **11:00am on Thursday, 13th June, 2019.**
- Verbal requests for information via phone or other means will not be accepted.
- Failure to comply with these conditions will result in the bidder waiving the right to dispute bid specifications and conditions, no exceptions.

Questions concerning this bid must be submitted in writing and directed only to:

Ms. Lee A. Flaherty, Junior Buyer: LFlaherty@fairfieldct.org

Response will be in the form of an addendum that will be posted approximately 14th June, 2019 to the Town of Fairfield website, which is www.fairfieldct.org. 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 Fairfield 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.

REQUIREMENTS

- 1) Bidders are required to provide full details of any exceptions to the attached specifications. Details must be submitted separately and attached to the proposal page. The Town of Fairfield retains the right to accept or reject any or all exception(s).
- 2) Contractor may be required upon request to provide proof of all applicable certification and/or licensing.
- 3) All equipment and materials supplied and/or installed as part of the contract shall be new and of current manufacture, and shall meet or exceed all manufacturer specifications. Used or reconditioned parts may be utilized if new parts are no longer available or temporarily unavailable and are required urgently, with written authorization by Owner.
- 4) The awarded contractor must be an authorized repairer, dealer and/or distributor for all equipment serviced.
- 5) Contractor will be required to supply all manufacturers' manuals and descriptive literature for all installed equipment, parts and components, where applicable.
- 6) The Contractor shall remain the single-point-of-contact for all warranty issues regarding labor and equipment, and must provide prompt repair service.
- 7) Provide the Town with references (preferably municipalities) regarding current and prior contracts performed for the previous three (3) years.
- 8) The Town will not accept receipt of any work performed to equipment unless all manufacturer specifications have been accommodated and/or are approved by Owner. The Contractor shall be required to correct any nonconforming issues, at no expense to the Town of Fairfield.
- 9) All work time and schedule must be coordinated with the Board of Education, Manager of Facilities.
- 10) Award of the project, either partial or in its entirety, is contingent upon funding approval by the applicable boards of the Town of Fairfield.
- 11) Prospective bidders are strongly encouraged to verify the scope of work prior to bidding. The Town reserves the right at all times to increase or decrease the amount of work, if deemed in the best interest of its Board of Education.

SPECIFICATIONS

01010: Summary of Work

The work of this specification includes cleaning, inspection, maintenance, and associated commissioning of the boilers, burners, and support equipment at the facilities of Fairfield Public Schools.

In general, the work includes the fireside cleaning and inspection of each boiler, waterside maintenance and inspection, boiler component inspection, burner and controls maintenance and service, and testing and adjustment of all burners and boiler/burner controls.

All work shall be performed within the program schedule guidelines of each facility and Fairfield Public Schools.

01039: Project Coordination and Job Meetings

A) Coordinate the scheduling of site visits and the tasks of this specification effectively to assure efficient and orderly sequence of the Work.

B) Recognize that the project involves work at operating educational facilities; do not interrupt services to facilities for any reason without specific written notice to the Owner's representative, including but not limited to domestic hot water, domestic cold water, electrical power, or electrical circuits other than those of equipment being serviced within the scope of the Work. Required interruption of services may only be scheduled and performed with the Owner's permission.

C) Do not cause disruption in any form to ongoing programs within facilities, including excessive noise, unauthorized presence within the building proper, improper parking, blocking of fire/emergency personnel access, or storage of work materials/goods outside of the equipment room.

D) Do not perform any work without proper safety precautions. File a safety procedure for all project phases as part of the project submittal data; include fire safety data and smoke removal procedures with regard to welding and demolition processes.

E) Following notice of award, a project startup meeting will be held, attended by the Owner's representatives, project coordinator, and the Contractor. Meeting agenda will include contract execution, submission of insurance certificates, and review of procedures for project field decisions, applications for payments, and general scheduling criteria.

F) The Contractor shall, at own expense, obtain and furnish the contract document to the Owner for execution; the contract form shall be AIA form 101 (or Owner approved equal), with terms as represented by AIA form A201 (or Owner approved equal) and in this document, and as imparted by the Owner; or owner-approved equivalent thereof. Execution of the Contract shall take place within ten (10) days following the notice of award.

G) The Contractor shall submit a Schedule of Values prior to the project startup meeting. This Schedule shall provide a breakdown of the project into component areas or work, with respective materials and labor costs data. The Schedule of Values will become the basis for progress payment requests as the project is executed by the Contractor, and will appear as approved on payment request forms AIA A305 (or Owner approved equal) as the project is executed. As items of the Schedule are completed and approved by the Owner's representative, according values will be paid by the Owner, per the terms of the Contract, as approved by the Owner's representative upon field inspection. The Schedule of Values must be approved by the Owner's representative prior to execution of the contract, and shall be submitted by the Contractor within five (5) days of notice of award.

H) A project coordination meeting will be held with required attendance by the Contractor and Owner's representative(s). Meeting agenda will include project responsibilities, coordination, scheduling, and completion of all items necessary to facilitate the Work.

I) The Contractor shall note that filing for payment application requires site inspections, using the proper AIA A305 (or Owner approved equal) application for payment and continuation sheet forms, which he shall compile based upon the approved Schedule of Values for the project. The Contractor shall submit these forms/payment requests to the Owner's representative at intervals no shorter than thirty (30) days.

J) Use of facility services, such as water, lavatory, and electricity, may be accessed as designated by the Owner for specific use by the Contractor.

01400: Quality Control

- A) The Contractor shall monitor quality control of manufacturers, products, suppliers, and workmanship, to assure project execution and Work of the highest quality, and in accordance with the requirements of this document.
- B) All work shall be performed by CT properly-licensed and registered personnel only.
- C) The Contractor is encouraged to visit each site, and is responsible for all governing factors of the Work.
- D) All equipment and materials supplied and/or installed as part of this project must be new and of current manufacture, and shall meet or exceed all manufacturer's specifications and the specifications of this document.
- E) Comply with specified standards as a minimum basis for quality for the Work, except where provisions of this document require higher standards of workmanship or precision.
- F) Inspect material shipments immediately upon delivery to assure compliance with this document, to assure that goods are undamaged, and that goods are complete with quantities and components specified.
- G) Schedule inspections as deemed necessary by the Owner's representative to assure staged review of quality control. Provide corrections and adjustments to the Work as required to comply with applicable standards of quality.

01500: Site Performance Requirements

- A) The Contractor shall clean the equipment room at each site following the completion of respective Work.
- B) The equipment room shall be left broom clean following the completion of each work day. The Contractor shall keep the work area and facility grounds free of debris.
- C) Parking for work vehicles shall be provided in designated areas for close access to the work site. Do not park vehicles on non-paved surfaces or sidewalks. Damages from vehicles of the Contractor, his/her sub-contractors, or from materials delivered to the work site will be repaired to the satisfaction of the Owner, to his/her discretion, by the Contractor, at own expense.
- D) The Contractor is responsible to maintain a clean and safe work environment at all times and at own expense. The Contractor is totally responsible for any damage to any part of facilities that may occur as a result of the work of this project. The Contractor shall repair or replace any damages caused as the result of his/her work, to the discretion of the Owner, at Contractor's expense.

E) Locations:

Fairfield Ludlowe High School:
785 Unquowa Road, Fairfield, CT

Fairfield Warde High School:
755 Melville Avenue, Fairfield, CT

Fairfield Woods Middle School:
1115 Fairfield Woods Road, Fairfield, CT

Roger Ludlow Middle School:
689 Unquowa Road, Fairfield, CT

Tomlinson Middle School:
200 Unquowa Road, Fairfield, CT

Burr Elementary School:
1960 Burr Street, Fairfield, CT

Dwight Elementary School:
1600 Redding Road, Fairfield, CT

Holland Hill Elementary School:
105 Meadowcroft Road, Fairfield, CT

Jennings Elementary School:
31 Palm Drive, Fairfield, CT

McKinley Elementary School:
60 Thompson Street, Fairfield, CT

Mill Hill Elementary School:
635 Mill Hill Terrace, Southport, CT

North Stratfield Elementary School:
190 Putting Green Road, Fairfield, CT

Osborn Hill Elementary School:
760 Stillson Road, Fairfield, CT

Riverfield Elementary School:
1625 Mill Plain Road, Fairfield, CT

Sherman Elementary School:
250 Fern Street, Fairfield, CT

Stratfield Elementary School:
1407 Melville Avenue, Fairfield, CT

01600: Materials Handling and Rigging

A) Transport, handle, move, and adjust new materials in accordance with manufacturers' instructions. Assure personnel are properly equipped, trained, and clothed for safe handling of materials and goods. Cordon off areas of delivery, rigging, and materials movement and handling. Provide notice to the Owner of any deliveries of materials that will encumber areas of egress, parking, through-passage by vehicles, or any facility program or activity.

B) Inspect material shipments immediately upon delivery to assure compliance with this document, to assure that goods are undamaged, and that goods are complete with quantities and components specified.

C) Provide equipment and properly-trained personnel as required for rigging and handling of materials and goods. File safety procedures and plans for rigging/deliveries/removals of heavy materials as part of the submittal package for this project.

D) Do not cause overstrain or otherwise cause risk to any parts of facilities through rigging or handling processes. The Contractor is directly responsible for any damages to facilities or grounds caused by the performance of the Work and shall provide repair or repair compensation of any damages to the sole discretion and satisfaction of the Owner.

E) Provide safe storage for contract goods. If goods are stored on-site, such storage must occur within the equipment room, and shall be executed to protect the goods from damages or encumbrances to entrances/exits. The Contractor shall provide, at own expense, any required off-site storages of the contract goods, when job site storage is inappropriate or not feasible.

F) Arrange stored products to permit access for inspection.

G) The Contractor shall maintain the workspace for the duration of this project in a safe manner. The Contractor shall properly safeguard the materials of the work and adhere to the Owner's standard for fire safety in all regards. The Contractor shall not restrict egress to/from facilities or impose any other restriction through the handling or storage of materials that would impact the safety of facilities or its occupants.

15570: Boiler Fireside Cleaning

- A) All work descriptions are to be applied at each site and facility as applicable.
- B) Open all doors/access-plates of all boilers. Thoroughly clean all boiler fireside surfaces with wire brush and power vacuum, including tubes, sections, chambers, and flue passes. Remove all soot and debris from fireside cleaning.
- C) Remove from the premises and properly dispose of all soot and debris from fireside cleaning.
- D) Check/inspect and clean chimney connectors from boiler to chimney entrance with wire brush and power vacuum. Open chimney cleanout access at chimney base and remove and properly dispose of all soot and debris. Inspect chimney with mirror for deterioration and clearance.
- E) Replace all broken or missing retaining studs, bolts, nuts, washers and clean out pins serving fireside access doors, ports and covers.
- F) As applicable to boiler design, inspect boiler firebrick work, refractory, baffles, and throat tiles. Inspect boiler combustion chambers. Immediately report any discovered deterioration or failures to Owner's project representative.
- G) Replace fireside access port and cover insulation. Replace access door, port, or cover sealing rope and gasketing with new replacement high density fiberglass roping and gasketing of OEM specification.
- H) Close and reseal boiler fireside only upon inspection and approval of the Owner's project representative.
- I) Clean boiler jacketing surfaces of dust and surface stains upon conclusion of fireside cleaning work.

15572: Boiler Waterside Maintenance

A) All Boilers:

- 1) Inspect all boiler waterside seals, ports, piping connections, waterside controls, and tappings for leakage.
- 2) Immediately report any discovered leakage or failures to Owner's project representative.

B) Steam Boilers - Cast Iron:

- 1) Open, clean, and inspect low water cutoff/pump controllers and control connection piping. Remove sediment buildup from control bowls and float mechanisms. Test operation and report any deficiencies to the Owner's project representative.
- 2) Drain boilers. Remove plugs/caps from boiler mud drums and lower tappings. Clean/snake mud drums and flush with water as necessary to clear. Close ports/tappings and use Teflon taping to facilitate future removal.
- 3) Refill boilers to proper water level. Blow down boilers and assure clear piping at cutoff and boiler sectional lower tappings. Energize burners and heat/pressurize units to drive out free oxygen. Assure no leakage. Coordinate with Owner's project representative with respect to work and chemical treatment administering (by others).

C) Steam Boilers - Steel Firetube/Watertube:

- 1) Open, clean, and inspect low water cutoff/pump controllers and control connection piping. Remove sediment buildup from control bowls and float mechanisms. Test operation and report any deficiencies to the Owner's project representative.
- 2) Drain boilers and open waterside points of inspection, including manhole and handhole access ports. Inspect units for scale buildup. Coordinate removal of excessive scale with Owner's project representative. Inspect tubes and vessel interior. Coordinate opening with Owner's project representative with respect to work and chemical treatment administering (by others).
- 3) Upon completion of inspection, scale removal/cleaning, and chemical treatment inspection, close/seal boiler handholes and manhole. Replace port gaskets with new gaskets of correct size and shape for each respective boiler, equivalent to boiler OEM specification grade.
- 4) Refill boilers to proper water level, energize burners and heat/pressurize units to drive out free oxygen. Assure no leakage. Coordinate with Owner's project representative with respect to work and chemical treatment administering (by others).

15576: Burner Maintenance

- A) Remove burner gun assemblies and inspect. Clean and degrease entire burner gun and diffuser assemblies. Replace fuel oil nozzles with identical units and in conformance with OEM standards and requirements for use with the respective boiler. Reinstall upon completion.
- B) Remove and inspect burner pilot and ignition assemblies. Clean and correctly set ignition gaps to manufacturer's specifications. Reinstall upon completion.
- C) Report any deficiencies/defects to the Owner's project representative for corrective action.
- D) Surface clean burners with non-aggressive surfactant cleaner. Remove dust, grease, and grime. Clean air inlet assemblies and burner fan blades,
- E) Inspect unit fuel oil and gas piping for signs of leakage. Inspect fuel systems during operational testing for leakage. For gas systems, bubble soap and use electronic leak detection device/sniffer to assure piping and controls are leak-free.

20010: Equipment Startup and Commissioning

- A) Startup of each boiler/burner fired DHW unit is required. This includes combustion adjustments and certification of correct operation. Printout reporting of final adjustments and efficiency results following electronic flue gas sampling and analysis is required, including draft, flue gas temperature, and O₂/CO₂ content reporting at each firing rate. Notice of the startup date shall be filed with the Owner's representative so that he may be in attendance. Startup procedure shall include (but is not limited to) setting unit firing to rated input, low, mid, and high fire rate set point adjustment, checkout of all controls, limit switches, and lockout devices, pump vacuum and pressure settings adjustment, and gauge calibration/operation. Final reporting shall include verification of all of the above.
- B) Verify proper system operation in coordination with temperature control system devices.
- C) Provide boiler startup analysis data with project closeout filing.

PROPOSAL (1/3)

PROPOSAL TO: Town of Fairfield, Purchasing Department
First Floor, Sullivan Independence Hall
725 Old Post Road, Fairfield, Connecticut 06824

I, _____ have received the following contract documents,

1. BID Document #2019-81,
2. Posted addenda numbered _____ thru _____ posted at **fairfieldct.org/purchasing** and have included their provisions in my proposal. I shall supply all labor, materials, tools, equipment, technical service, taxes, permits, etc., in accordance with the bid documents to perform boiler cleaning services as specified.

Boilers

- (\$ _____) /2 Boilers – Burr Elementary
- (\$ _____) /2 Boilers – Dwight Elementary
- (\$ _____) /3 Boilers – Fairfield Ludlowe High School
- (\$ _____) /3 Boilers – Fairfield Warde High School
- (\$ _____) /3 Boilers – Fairfield Woods Middle School
- (\$ _____) /2 Boilers – Holland Hill Elementary
- (\$ _____) /2 Boilers – Jennings Elementary
- (\$ _____) /6 Boilers* – McKinley Elementary School *Water Tube Boilers
- (\$ _____) /2 Boilers – Mill Hill Elementary
- (\$ _____) /3 Boilers – North Stratfield Elementary
- (\$ _____) /2 Boilers – Osborn Hill Elementary
- (\$ _____) /2 Boilers – Riverfield Elementary
- (\$ _____) /2 Boilers – Roger Ludlowe Middle School
- (\$ _____) /2 Boilers – Sherman Elementary
- (\$ _____) /2 Boilers – Stratfield Elementary
- (\$ _____) /3 Boilers – Tomlinson Middle School
- (\$ _____) /**Total Lump Sum Amount – All Locations Combined**

Parts: Discount off list on NEW parts: _____%

Mark-up over cost on USED parts: _____% (Must be Owner approved.)

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

Name _____ Title _____ Signature _____ Date _____

PROPOSAL (2/3)

Hot Water Heaters

(\$ _____) /1 HWH – Burr Elementary

(\$ _____) /1 HWH – Dwight Elementary

(\$ _____) /2 HWH +3 Storage Tanks – Fairfield Ludlowe High School

(\$ _____) /2 HWH +2 Storage Tanks – Fairfield Warde High School

(\$ _____) /2 HWH +3 Storage Tanks – Fairfield Woods Middle School

(\$ _____) /2 HWH – Holland Hill Elementary

(\$ _____) /1 HWH +2 Storage Tanks - Jennings Elementary

(\$ _____) /2 HWH – McKinley Elementary School *Water Tube Boilers

(\$ _____) /1 HWH – Mill Hill Elementary

(\$ _____) /2 HWH +2 Storage Tanks – North Stratfield Elementary

(\$ _____) /1 HWH – Osborn Hill Elementary

(\$ _____) /1 HWH +1 Storage Tank – Riverfield Elementary

(\$ _____) /1 HWH +1 Storage Tank – Roger Ludlowe Middle School

(\$ _____) /1 HWH +1 Storage Tank – Sherman Elementary

(\$ _____) /1 HWH – Stratfield Elementary

(\$ _____) /2 HWH +1 Storage Tank – Tomlinson Middle School

(\$ _____) /Total Lump Sum Amount – All Locations Combined

Parts: Discount off list on NEW parts: _____%

Mark-up over cost on USED parts: _____% (Must be Owner approved.)

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

Name _____ Title _____ Signature _____ Date _____

PROPOSAL (3/3)

Provide information regarding company background, including number of years in business, size of firm, and relevant experience regarding services to be performed.

Number of years in business: _____

Number of employees: _____ (full time) _____ (part time)

Are regular parts kept in stock: _____ (yes/no)

Location: _____ (Town) _____ (State)

List qualifications (i.e. training, certification, licenses) of personnel to be employed as part of the contract:

(Provide details on separate paper if necessary, and attach to this page.)

CHECKLIST

The following must be submitted with proposal:

- Cover page, completed and signed.
- Addenda acknowledged per Item 2 on Bid Proposal Form, or
- Signed and submitted with modified pricing if requested.
- List of references where projects performed of comparable size and scope within the past three years.
- List of all sub-contractors identifying each trade, hourly rates, and Tax ID number.
- Qualifications and exceptions itemized and attached to Bid Form.

The Town of Fairfield reserves the right to award the bid with multiple locations:

- a. To more than one (1) bidder, based on meeting the required specification, cost, availability and schedule, or any combination of these criteria;
- b. To a single bidder who meets the required specification, scope of services, and offers the best combination of lowest cost, best availability and schedule, and broadest range of services;
- c. And may add, subtract or delete any location or item as deemed in the best interest of the Town.

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

Company

Mr. / Ms. Name & Title (Printed)

Signature

Date

PURCHASING AUTHORITY

2019-81 / Boiler Cleaning Services – Fairfield Public Schools

**TOWN OF FAIRFIELD
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 #2019-81**” 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 Authority, First Floor, Independence Hall, 725 Old Post Road, Fairfield, 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 PURCHASING AUTHORITY OF THE TOWN OF FAIRFIELD 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 FAIRFIELD.

QUESTIONS

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

Ms. Lee A. Flaherty, Junior Buyer: LFlaherty@fairfieldct.org

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 Fairfield, for a period of ninety (90) days. Prices shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid.

F.O.B. DESTINATION

Prices quoted shall be Net – Delivered to destination. Bids quoting other than F.O.B. Destination may be rejected.

BID BOND

The BID BOND furnished, as bid security, must be duly executed by the bidder as principal. It must be in the amount equal to five percent (5%) of the total estimated bid, as guarantee that, in case the contract is awarded to the bidder, the bidder will, within ten days thereafter, execute such contract and furnish a Performance Bond and Payment Bond.

Small businesses may elect to obtain an irrevocable letter of credit or cashier’s check in lieu of the Bid Bond. Such surety must also be in an amount equal to at least five percent (5%) of the total estimated bid.

All bid bonds shall be written by a surety company or companies licensed in the State of Connecticut, and shall have at least an A-VII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if an approved surety bond cannot be provided, the bidder shall be deemed non-responsive.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm

NOTE: Failure to provide a Bid Bond or equivalent security is not cause for a waiver defect. Any bid not accompanied by such security will be excluded from consideration.

PERMITS

The contractor will be responsible for securing all necessary permits, state and local, as required by the Town of Fairfield. The Town will waive its application and permit fees for Town of Fairfield projects.

**TOWN OF FAIRFIELD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS OF BID**

PAYMENT PROCEDURES

No voucher, claim or charge against the Town shall be paid without the approval of the Fiscal Officer for correctness and legality. Appropriate checks shall be drawn by the Fiscal Officer for approved claims or charges and they shall be valid without countersignature unless the Board of Selectmen otherwise prescribed.

PAYMENT PERIOD

The Town of Fairfield 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 Fairfield 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 Purchasing Authority.

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 Fairfield 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.

PERFORMANCE AND LABOR AND MATERIAL BOND

The successful bidder, within seven (7) business days after notification of award, will be required to furnish Performance and Labor and Material Bond provided by a company authorized to issue such bonds in the State of Connecticut, or Certified Check or properly executed Irrevocable Letter of Credit equal to a hundred per cent (100%) of the award.

In the event that the Contractor where required to provide evidence of insurance and a performance bond does not do so before beginning work, the Town of Fairfield reserves the right to withhold payment from such supplier until the evidence of insurance and performance bond has been received by the Town.

All payment and performance bonds shall be written by a surety company or companies licensed to issue bonds in the State of Connecticut, and shall have at least an A-VIII policy holders rating, as reported by A.M. Best Rating Services, or otherwise deemed acceptable by the Town. The Town always reserves the right to reject surety companies, if approved surety bonds cannot be provided the contract shall be terminated.

A complete list of certified surety companies can be accessed on the U.S. Government Department of Treasury website: https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm

BOND REQUIREMENT – NON-RESIDENT 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.

GUARANTEE

Equipment, materials and/or work executed shall be guaranteed for a minimum period of one (1) year against defective material and workmanship. The cost of all labor, materials, shipping charges and other expenses in conjunction with the replacement of defective equipment, and/or unsatisfactory work, shall be borne by the Contractor.

CATALOGUE REFERENCE

Unless expressly stated otherwise, any and all reference to commercial types, sales, trade names and catalogues are intended to be descriptive only and not restrictive; the intent is to indicate the kind and quality of the articles that will be acceptable. Bids on other equivalent makes, or with reference to other catalogue items will be considered. The bidder is to clearly state exactly what will be furnished. Where possible and feasible, submit an illustration, descriptive material, and/or product sample.

**PURCHASING AUTHORITY
TOWN OF FAIRFIELD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS OF BID**

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.

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. Insurance will be primary and non-contributory with a 30-day notice of cancellation in favor of the Town of Fairfield. Insurance carriers will be no less than A-rated and admitted carrier or subject to review by Town of Fairfield.

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

Automobile Insurance: The Contractor shall carry and maintain during the life of the Contract a policy with a combined single limit of \$1,000,000 and rider CA9948 or equivalent.

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

Commercial General Liability:

- Bodily Injury and Property Damage \$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/Excess Policy: An umbrella policy in the amount of \$5,000,000, with respect to all operations the Contractor performs, is required.

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

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

Additional Insureds: The Town of Fairfield, Fairfield Board of Education, its officers, officials, employees, agents, Boards, and Commissions shall be named as Additional Insureds on the General Contractor's and Subcontractors' Commercial General Liability, (for ongoing and completed operations), Automobile, and Umbrella. The coverage shall be primary and non-contributory and contain no special limitations on the scope of protection afforded to the Town of Fairfield. A waiver of subrogation applies under general liability, auto liability and workers compensation.

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

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

**PURCHASING AUTHORITY
TOWN OF FAIRFIELD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS OF BID**

HOLD HARMLESS

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

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 Fairfield for any and all damages that may be assessed against the Town.

LIFE CYCLE COSTING

Where applicable, Life Cycle Costing will be used as a criterion for awarding bids. This is a method of calculating total cost of ownership of an item over the life of the product, which may include operation and maintenance expenses, transportation, salvage value, and/or disposal costs.

FEDERAL, STATE, AND LOCAL LAWS

All applicable Federal, State and local laws, rules and regulations of all authorities having jurisdiction over the locality of the project shall apply to the contract and are deemed to be included herein. If the total amount of the project, including any current or future change orders, exceeds \$100,000.00 all work is to be done in accordance with Connecticut Department of Labor (CT-DOL) rules and regulations. More information may be obtained from: www.ctdol.state.ct.us

The Davis-Bacon and Related Acts, shall apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. More information may be obtained from: <https://www.dol.gov/whd/govcontracts/dbra.htm>

NOTE: The Town shall apply the most current wage decision applicable at the time of contract award.

CONFLICT OF INTEREST

No officer or employee or member of any elective or appointive board, commission or committee of the Town, whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, aggregating more than one hundred dollars (\$100.00), in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, or committee of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, aggregating more than one hundred dollars (\$100.00) 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 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 Authority 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 06-6001998.

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

No exemption certificates are required and none will be issued.

REFERENCES

Provide reference details of most recent similar scope projects 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 _____

SUBCONTRACTORS

Provide sub-contractor details if any are to be employed as part of this contract, including labor rates:

SUBCONTRACTOR #1:

Name of Company _____ Fed ID # _____
Contact Person _____ Title _____
Company Address _____ Phone _____
Trade _____ Email _____

SUBCONTRACTOR #2:

Name of Company _____ Fed ID # _____
Contact Person _____ Title _____
Company Address _____ Phone _____
Trade _____ Email _____

SUBCONTRACTOR #3:

Name of Company _____ Fed ID # _____
Contact Person _____ Title _____
Company Address _____ Phone _____
Trade _____ Email _____

SUBCONTRACTOR #4:

Name of Company _____ Fed ID # _____
Contact Person _____ Title _____
Company Address _____ Phone _____
Trade _____ Email _____

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