



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

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

BID #2020-18 TRANSFER STATION FACILITY TRASH COMPACTORS

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

Date Submitted _____, 2019.

Bidder:

SEALED BIDS are subject to the standard

Doing Business As (Trade Name)

instructions set forth on the attached sheets.
Any modifications must be specifically
accepted by the Town of Fairfield,
Purchasing Authority.

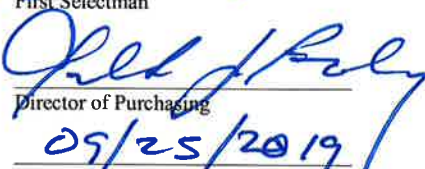
Address

Town, State, Zip



First Selectman

(Mr./Ms.) Name and Title, Printed



Director of Purchasing

Signature

09/25/2019
Date

Telephone

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, Wednesday, 9th October, 2019

To provide labor, materials, equipment, and all else necessary, to remove and replace the two (2) existing Stationary Trash Compactors and supply and install (2) new Heavy Duty Stationary Trash Compactors at the Town's Transfer Station Facility that meets the specifications outlined in this bid document.

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 #2020-18" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. It is the sole responsibility of the bidder to see that the bid is received by the Fairfield Purchasing Department prior to the time and date noted above. Bid proposals are not to be submitted via email or fax.
5. 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 Solid Waste and Recycling Department is seeking competitive bids from qualified contractors to remove the two (2) existing stationary trash compactor units, and supply, deliver, and install two (2) new Heavy Duty Stationary Trash Compactors at the Town's Transfer Station Facility based on the specifications outlined in this bid document.

Location: Transfer Station, 530 Richard White Way, Fairfield, CT

PRE-BID MEETING

A site meeting will commence at the **Transfer Station, 530 Richard White Way, Fairfield, at 10:00 am on Tuesday, 1st October, 2019** for prospective bidders to review the existing site conditions.

- While the meeting is non-mandatory, prospective bidders are strongly encouraged to attend and will be required to sign-in at commencement of the meeting. The sign-in sheet will be posted on the Purchasing Department website as below. Copies will not be made available at the meeting, nor will they be faxed out.
- All requests for information will be answered in writing as specified below under Addenda/Requests for Information (RFI).

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.

- 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, the 3rd of October, 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 **Friday, 4th October, 2019** to the Town of Fairfield website, which is www.fairfieldct.org/purchasing. 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.

BID BOND / BID SECURITY

A five (5) percent bid bond or equal approved security as stated per the Terms and Conditions must be submitted with the proposal.

All bonds, including payment and performance bonds when applicable, 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-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

Scope of Work

1. Removal of the existing stationary trash compactors and associated fixtures and equipment:

- Removal of the 2 existing stationary trash compactors. Existing trash compactors are Marathon model RJ-575HD. These existing units were supplied and installed in January, 2019. These units are not meeting the Town's trash compacting requirements. The Town is looking to trade in these two (2) units to partially offset the cost of two (2) new heavy duty stationary trash compactor units.
- Removal of existing structural steel stand on which compactors are installed is to be included.
- Removal and disposal of existing hydraulic pump systems associated with each of the 2 existing trash compactors. Contractor shall disconnect electrical services and hydraulic fluid piping connections to each pump system in such manner to allow reuse of existing electrical services and piping without repair (i.e. no cutting of electrical conduits, wiring or hydraulic fluid piping). Contractor shall dispose of, or recycle hydraulic fluid in accordance with all applicable regulations.
- Removal and disposal of the existing control equipment & wiring for each existing stationary trash compactor. This control equipment may be located on the same level as the compactors and in the control office located on the tipping floor level.
- Upon removal of the existing stationary trash compactors, the Contractor shall be responsible for removing any accumulated waste in the room in which the trash compactors are located.
The room shall be cleaned to "broom swept" condition or as necessary to install the new trash compactors as described in item #2 below.

Scope of Work (continued)

- Removal of the existing hydraulic ram cylinder, including middle cylinder support, within the transfer station push pit.
- Removal of existing hydraulic pump system associated with the push pit hydraulic ram. Contractor shall disconnect electrical services and hydraulic fluid piping connections to the pump system in such manner to allow reuse of existing electrical services and piping without repair (i.e. no cutting of electrical conduits, wiring or hydraulic fluid piping). Contractor shall dispose of or recycle hydraulic fluid in accordance with all applicable regulations.
- Removal of the existing control equipment & wiring for each of the push pit hydraulic ram. This control equipment may be located on the same level as the trash compactors
- Removal of the guide on the underside of the existing push pit ram.

2. Supply and install two (2) new Heavy Duty Trash Compactors, power units, and associated fixtures and equipment.

- All equipment is to be new and unused.
- Supply and install two (2) new Heavy Duty Trash Compactors meeting the minimum specification noted under the requirements below. Supply and install new structural steel stands on which trash compactors are to be installed. Trash Compactors are to be installed so that any waste is ejected into the transfer trailers currently utilized by the Town.
- Trash Compactors are to be capable of tightly and securely connecting to the Town's existing transfer trailers via hydraulic latch mechanism located beneath transfer trailer. Latch mechanisms to be equal to those on the existing Marathon Compactors.
- Supply and install new hydraulic pump systems associated with each of the two (2) new trash compactors. Contractors shall provide all labor, materials, equipment needed to make the necessary electrical and hydraulic connections to new equipment. Contractor shall re-use existing electrical services and hydraulic piping to the extent possible.
- Supply and install new control package for two (2) new Heavy Duty Trash Compactors within the proposed Transfer Station Facility. A full set of controls shall be provided, as well as low oil, high temperature, advance warning, and full container indicator lights. Controls shall permit continuous operation of trash compactors. Contractor to provide all conduit and wiring necessary to complete work and make all necessary electrical connections.
- Supply and install jog control station at the charge box end of each trash compactor. The jog control station shall consist of a three position key switch (remote, off, bypass) and a three position selector switch (ram extend, off, ram retract). Contractor to provide all conduit and wiring necessary to complete work and make all necessary electrical connections.
- Modify the existing steel plate hoppers at each of the two floor openings as necessary to fit the new heavy duty trash compactors to be installed. The intent is to increase the hopper openings (height, width, and depth) as part of this project. All seams are to be field welded and ground smooth to the satisfaction of the Town.
- Contractor shall be required to make any repairs or improvements to the existing concrete walls and floors that may be necessary to facilitate the installation of the new equipment and fixtures. The Contractor shall provide construction drawings stamped by a Connecticut licensed professional engineer, for all structural components and connections, including, but not limited to, compactor stands, plate steel hoppers, and push pit and hopper perimeter guards. The Contractor shall provide evidence, stamped by a CT licensed professional engineer, that the existing concrete floor is adequate to support the new trash compactors and equipment. If the existing floor is not adequate to support the new trash compactors, the contractor shall make any necessary improvements to the floor. The design of such improvements, stamped by a licensed Connecticut professional engineer, shall be submitted for review and approval. All submittals shall be submitted for review and approval prior to the start of construction.
- The Contractor shall provide start-up training to Town employees and testing to ensure the trash compactor systems are functioning as designed prior to the completion of work. The Contractor shall provide the services of qualified manufacturer's representatives for at least 2 days of operation by the Town or until the systems are operating as designed.
- **Add Alternate** - Supply a spare hydraulic system motor capable of being installed in either stationary trash compactor power pack unit for the stationary trash compactors in order to limit downtime at the facility. The Contractor shall not be responsible for installing the spare motor.

3. Supply and install push pit ram hydraulic cylinder, power unit and associated fixtures and equipment.

- All equipment to be new and unused.
- Supply and install new hydraulic cylinder and power system for the existing ram located within the transfer station push pit meeting the minimum specifications detailed below. Contractor shall provide all materials, equipment and manpower necessary to make necessary electrical and hydraulic connections to new equipment.
- Supply and install new hydraulic pump systems associated with each of the 2 new trash compactors. Contractor shall provide all materials, equipment and manpower necessary to make necessary electrical and hydraulic connections to new equipment.
- Supply and install new control package for new hydraulic cylinder and power system. Full set of controls shall be provided as well as low oil and high temperature lights. Contractor to provide all conduit and wiring necessary complete work and to make all necessary electrical connections.

Scope of Work (continued)

- Supply and install water tight jog control station at transfer station tip floor level, in the location directed by the Town. The jog control station shall consist of a three position key switch (remote, off, bypass) and a three position selector switch (ram extend, off, ram retract). Contractor to provide all conduit and wiring necessary to complete work and make all necessary electrical connections.
- Contractor shall be required to make any repairs or improvements to the existing concrete walls and floors that may be necessary to facilitate the installation of the new equipment and fixtures. The Contractor shall provide construction drawings stamped by a Connecticut licensed professional engineer, for all structural components and connections, including, but not limited to, compactor stands, plate steel hoppers, and push pit and hopper perimeter guards. The Contractor shall provide evidence, stamped by a CT licensed professional engineer, that the existing concrete floor is adequate to support the new compactors and equipment. All submitted for review and approval prior to the start of construction.
- The Contractor shall provide start-up training to Town employees and testing to ensure the hydraulic ram system is functioning as designed prior to the completion of work. The Contractor shall provide the services of qualified representatives for at least 2 days of operation by the Town the or until the systems are operating as designed.

4. Complete push pit improvements.

- Supply and install new ¼" AR400 abrasive resistant steel plate lining on the push pit floor and walls. Plate steel lining to be securely fastened to the interior walls of the push pits without any protrusions beyond the face of the steel so as not to impede the hydraulic ram motion. All seams to be field welded and ground smooth to the satisfaction of the Town.
- Design, supply and install a new push pit hydraulic ram guide system that does not incorporate rollers and minimizes the number of moving parts in order to minimize maintenance and likelihood of failure.

5. Training, Maintenance, and Manuals.

- Contractor shall provide at minimum a one (1) hour training session on the use and operation of the installed equipment to take place within 30 days of equipment installation.
- Contractor shall provide training that addresses (a) day to day operations, (b) equipment safety overview, (c) advanced operations of the equipment, (d) equipment maintenance.
- Contractor shall provide two (2) hard copies and one (1) electronic copy of all manufacturer maintenance manuals for installed equipment.
- The maintenance manual shall provide specific reference as to the requirements of routine maintenance of the installed equipment and provide an overview of what is necessary to maintain and operate the equipment.

REQUIREMENTS

Performance

- A. Minimum charge box capacity as rated WESTEC – 10.2 cu yds.
- B. Minimum charge box capacity as rated by manufacturer – 15 cu yds.
- C. Minimum clear top opening – 77.5" wide x 123" long
- D. Maximum cycle time – 45 seconds (dry cycle)
- E. Compaction force:
 - 1. Minimum normal force – 140,000 lbs.
 - 2. Minimum maximum force – 159,000 lbs.
- F. Pound per square inch on ram face:
 - 1. Minimum normal force – 36.8 psi
 - 2. Minimum maximum force – 41.8 psi
- G. Minimum ram penetration – 48"

Structural

A. Body Assembly

1. The packer sides shall be constructed of 3/8" plate with 3/8" T1-400 plate liners in charge box area. Liners shall be plug welded.
2. Each side shall be reinforced with (1) 6" x 2" x 1/4" structural tube at top and (1) 4" x 4" x 1/4" structural tube at bottom running the full length of the machine, (12) 1/4" formed channels mounted vertical and strategically spaced down the length of the machine with (2) 6" x 4" x 1/4" tubes mounted vertical at front corner.
3. The rear cylinder support shall be constructed of minimum 18" channels @ 58#/ft. A middle support for the cylinder shall also be provided.
4. The packer floor shall be 1/2" plate supported by (16) 6" channels @ 13#/ft. and lined with 1/2" T1-400 plate. Liners shall be plug welded.
5. The breaker bar shall consist of (2) 2" plates, gusseted for maximum strength.
6. Skids shall consist of (4) 8" channels @ 18.75#/ft. and gusseted back to floor x-members.
7. Wear guides shall be 1 1/4" x 1 1/2" 1018 CR bar and shall be bolted on.

REQUIREMENTS (continued)

B. Ram Assembly

1. The ram face shall be 1 1/2" plate supported by (4) 2" x 12" plates mounted vertical and running full height of ram.
2. The ram top shall be 1/2" thick plate supported by (10) 4" channels and (3) 4" I-beams with those members further supported by (4) 4" channels and (2) 4" x 4" x 1/4" structural tubing running the length of the ram.
3. The ram sides run 3/4 the length of the ram and are constructed of 3/8" A-514 plate, supported with (4) 4" channels and (2) 4" x 1/4" structural tubing.
4. The ram floor shall be 1/2" plate lined with 1/2" T1-400 plate and (4) 4" channels for support.
5. The ram wiper shall be 3/8" plate, hinged at the top, and welded to the charging chamber cross-members.

C. Trailer Locking Mechanism

1. Compactor platform shall be equipped with retractable hydraulic scissor assembly guided with replaceable UHMW (Ultra-high-molecular-weight polyethylene) and supported with 1/2" plate and 4" x 4" x 1/4" tubing to facilitate trailer securement.
2. Power unit for locking mechanism shall be provided.

Hydraulic

A. Pump capacity shall be minimum 100 gpm

B. System pressure

1. Normal system pressure shall be 2200 psi
2. Maximum system pressure shall be 2500 psi

C. Minimum hydraulic cylinder shall be 9" bore, 6" rod and 173 1/2" stroke

D. Reservoir capacity shall be 200 gallon.

E. Oil Cooler shall be provided to prevent hydraulic system overheating.

Electrical

A. Motor shall be Baldor – 3 phase, 60 cycle, 460 volts (or approved equivalent)

B. Motor Control Panel

1. Motor Control Panel shall carry Underwriters Laboratory Label, National Electrical Code and be NEMA 4 rated.

1. Control Description

1. Start buttons shall be recessed or located to prevent unintentional activation.
2. Stop buttons, shall be red and mushroomed.
3. For emergencies, a means of stopping and controlling movement ram will be provided.
4. The standard controls, which are as follows (keylock start/mushroom stop/reverse) are mounted in electrical panel box face with a hard wired remote located on the tipping floor on the rear wall behind the hopper box with flashing red light when motor is powered on.
5. Control buttons shall be Allen Bradley 800T (or approved equivalent).
6. PLC shall be used for controlling compactor
7. Keyed on/off switch – The key must be inserted into the key switch and turned to the on position to allow voltage to the control panel.
8. Power on push button – Pressing this button after the key switch has been turned on shall supply voltage to the inputs and outputs for the programmable controller. This button will be illuminated and should stay illuminated.
9. Manual/Continuous cycle selector switch – shall set the mode of operation. Manual to operate the machine manually, continuous cycle to allow the machine to cycle continuously. **(UNIT SHALL BE WIRED AT SITE**

FOR SINGLE CYCLE OPERATION AT ALL TIMES)

10. Main motor start – This button must be pressed and held for 20 seconds to allow main motor start.
11. Autocycle start – with the manual/continuous cycle selector switch in continuous cycle position, pressing this button sets the machine in continuous cycle mode. The machine will cycle and continue to cycle until the container is full, or the auto cycle stop is pushed. *To be provided, but not programmed for use.*
12. Auto cycle stop – Pressing this button shall stop the machine from continuously cycling. The ram shall stop, even in middle cycle. *To be provided, but not programmed for use.*
13. Emergency stop button – Pressing this button shall stop the machine in the event of an emergency. This button can be used any time the machine needs to stop. Pressing this button shall turn all input and output voltage off.
14. Forward/Reverse – This switch shall be used in manual mode. This switch shall be spring return and held for continuous operation.
15. Low oil level light – Shall be provided to notify operator that oil level is too low to continue operation of machine.
16. Change filter light – Shall be provided and illuminate when return line filter is clogged or needs changing.
17. Conduit and Feeders to power unit will be supplied by other. Bidders are required to submit schematics, wiring diagrams, drawings of proposed unit with all measurements and will be responsible for giving locations to electrical contractor for all pipe locations required to operate unit as specified.

Preparation and Paint

The entire unit shall be steam cleaned to remove all grease, grime and scale, and shall be phosphatized to assure paint adhesion. The unit shall be primed with no less than 2 mils alkyd enamel primer and top coated with no less than 2 mils alkyd enamel paint.

Warranty: One (1) year on parts and labor. Provide pricing for extended warranty package for an additional two (2) year period.

Delivered units must include anything necessary but not specifically mentioned to have a complete and operational unit. This includes, but is not limited to any and all maintenance manuals for installed Transfer Station Compactors and Control Panel.

BID PROPOSAL FORM

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 #2020-8,
2. Addenda ___ through ___ posted at www.fairfieldct.org/purchasing and have included their provisions in my proposal. I shall provide all labor, materials, tools, equipment, permits, taxes and insurances, etc., to supply, deliver, and install (2) new Heavy Duty Transfer Station Trash Compactors as detailed in the attached specifications.

Quantity	<u>Item Description</u>	<u>Price</u>
2	15 Cubic Yard Heavy Duty Transfer Station Trash Compactors	\$ _____
	Manufacturer: _____	Model: _____
	Removal of existing equipment	\$ _____
	Trade in savings on the existing 2 trash compactors being replaced	\$ _____
	Supply and Install new equipment including the enlargement of the existing hopper to match the new trash compactors.	\$ _____
	Maintenance Manuals	\$ Included
	Total Price:	\$ _____
	Add Alternate:	\$ _____

Exceptions: (if any): _____

The lump sum amounts for each option shall include, but are not limited to, the cost of all labor, materials, equipment, tools, mobilization, total freight, permits (where not waived by the Town), licenses, overhead and profit, taxes (except from which Owner is exempt) and insurances.

CHECKLIST

The following must be submitted with proposal:

- Cover page, completed and signed.
- Copy of Certificate of Insurance.
- 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.
- Schedule of values.
- List of all subcontractors identifying each trade, hourly rates, and Tax ID number.
- Bid Bond or equal approved security.
- Exceptions itemized and attached to Bid Form.
- Two (2) hard copies and one (1) electronic copy of all manufacturer maintenance manuals.
- Bid Proposal Form

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.

Name _____ Title _____ Signature _____ Date _____

**PURCHASING AUTHORITY
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 #2020-18**” 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.

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.

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

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.

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.

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

INSURANCE (continued)

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.

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

HOLD HARMLESS

Contractor shall defend, indemnify, and hold harmless the Town of 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.

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

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 subcontractor details if any are to be employed as part of this contract, including labor rates:

SUBCONTRACTOR #1:

Name of Company _____ Fed ID # _____
Contact Person _____ Title _____
Company Address _____ Phone _____
Trade _____ Email _____
Rates: Supervisor \$ _____ /hr Foreman \$ _____ /hr Journeyman \$ _____ /hr Apprentice \$ _____ /hr

SUBCONTRACTOR #2:

Name of Company _____ Fed ID # _____
Contact Person _____ Title _____
Company Address _____ Phone _____
Trade _____ Email _____
Rates: Supervisor \$ _____ /hr Foreman \$ _____ /hr Journeyman \$ _____ /hr Apprentice \$ _____ /hr

SUBCONTRACTOR #3:

Name of Company _____ Fed ID # _____
Contact Person _____ Title _____
Company Address _____ Phone _____
Trade _____ Email _____
Rates: Supervisor \$ _____ /hr Foreman \$ _____ /hr Journeyman \$ _____ /hr Apprentice \$ _____ /hr

SUBCONTRACTOR #4:

Name of Company _____ Fed ID # _____
Contact Person _____ Title _____
Company Address _____ Phone _____
Trade _____ Email _____
Rates: Supervisor \$ _____ /hr Foreman \$ _____ /hr Journeyman \$ _____ /hr Apprentice \$ _____ /hr

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