



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

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

BID #2020-08 Cleaning Supplies

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:

Doing Business As (Trade Name)

Address

Town, State, Zip

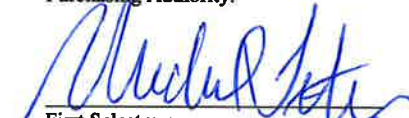
(Mr/Ms) Name and Title, Printed

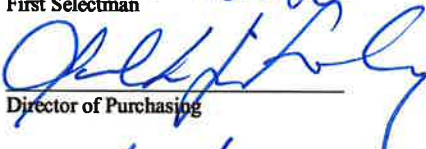
Signature

Telephone

Fax

E-mail



First Selectman


Director of Purchasing
10/04/2019

Date

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:

11:00 am, Tuesday, 22nd October, 2019

To provide labor, materials, equipment and all else necessary to supply new replacement parts and related items for cleaning supplies for the Town of Fairfield, 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 #2020-08" 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 on time and prior to the 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 Department of Public Works (DPW) is seeking competitive bids from qualified suppliers to provide and deliver quality cleaning supply items as described in the included Bid Proposal Form. It is the intent of this contract to service the Department of Public Works for various Town building facilities. The delivery of ordered supplies will be to approximately ten (10) different Town locations and ordered on an as-needed basis. Any required installation and/or replacement of all items shall be performed by the Town.

All chemicals shall be Certified Green, with the exception of disinfectants, and shall be owner approved.

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 **2019** 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**

- 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 **11:00 am on Tuesday, 15th 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 **Wednesday, 16th October, 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.

SUBMISSIONS

Respondents shall submit one original, one (1) written copies, and one (1) electronic excel spreadsheet copy of your proposal.

~~BID BOND / BID SECURITY (not required)~~

~~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/e570-a-z.htm>~~

REQUIREMENTS

1. All products and materials supplied and/or installed where requested shall be new and of current manufacture, and shall meet or exceed all specifications described herein. Deviations to specifications must be indicated with the proposal response.
2. The Bidder and/or Supplier must be an authorized dealer and/or distributor for all products supplied and may be required upon request to provide proof of all applicable licensing and/or certification.
3. The Bidder shall remain the single-point-of-contact for warranty on all items.
4. Provide the Town with at least three (3) business or trade references.
5. Delivery: Products must be inside delivered. Small orders will be placed throughout the year in order to replenish stock as required.
6. Acceptance: The Town of Fairfield will not accept receipt of any product unless all specifications stated in the bid document have been accommodated and/or approved by written consent. The Bidder shall be required to correct any nonconforming issues, at no expense to the Town of Fairfield.
7. Exceptions: Bidders are required to provide full details of any exceptions to the specification and details must be submitted separately and attached to the Bid Proposal Form.
8. Pricing: All costs submitted in proposal must include warranty, shipping, freight, lift-gate and inside-delivery. Pricing on all items must be held firm for the duration of the twelve month contract.
9. The Town of Fairfield reserves the right to award the bid on an item-by-item basis to contractors based on lowest price, broadest product line and/or responsive delivery dates; or any combination of these criteria. The Town also reserves the right to add or delete any item as deemed necessary.
10. The Town of Fairfield reserves the right to award the bid with multiple items:
 1. to more than one bidder, based on meeting the item(s) specification, cost, availability, or any combination of these criteria;
 2. to a single bidder who meets the specifications for all items, and offers the best combination of lowest cost, best availability, and broadest product range;
 3. and may add, subtract or delete any item and/or quantity as deemed in the best interest of the Town.
11. The Bidder must not discriminate, nor permit discrimination, against any person on the grounds of race, color, national origin, religion, sex, handicap, or veteran status, in their employment practices, in any of their contractual arrangements, in all service and accommodations they offer to the public, and in any of their other business operations.
12. It is a national policy to provide minority and women's business enterprises (M and WBE's) the maximum opportunity to participate in activities carried out under public funding and to award a fair share of contracts to M and WBE's.
13. Award of the project, either partial or in its entirety, is contingent upon funding approval by the applicable boards of the Town of Fairfield, including State and Federal Agencies.

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 #2020-08,
2. Posted addenda (if any) numbered _____ thru _____, posted at www.fairfieldct.org/purchasing

and have included their provisions in my Proposal. I shall provide all labor, materials, equipment, technical service, insurances, warranties, applicable taxes and licenses, etc., to supply and deliver materials as specified:

- A. Link to an editable excel spreadsheet of the product listing below: [2020-08 Cleaning Supplies Product Listing](#)

Item #	Description	List Price	Discount Off List Price
CPC-44678CT	Ajax Dish Detergent, Liquid, Orange Scent, 28 oz. Bottle, 9/Cartron	\$	\$
CPC05374	Ajax Powder Cleanser with Bleach, 28 oz. Canister, 12/Cartron	\$	\$
BWK00170EA	Boardwalk Cone Bowl Mop, 10" Handle, 2" dia. Head, Plastic, White	\$	\$
BWKM365C	Boardwalk Cut-End Dust Mop Kit, 36 x 5, 60" Wood Handle, Natural	\$	\$
BWKL16	Boardwalk Lambswool Duster, 16"	\$	\$
BWKK5000	Boardwalk Premium Half-Fold Toilet Seat Covers, 250 Covers/Sleeve, 20 Sleeves/Cartron	\$	\$
BWKKP196RD	Boardwalk Sanitizing Bucket, 6 qt., Red, Plastic	\$	\$
BWK4420	Boardwalk Utility Brush, Nylon Fill, 20" Long, Tan Handle	\$	\$
BWK4308	Boardwalk Utility Brush, Polypropylene Fill 8 1/2" Long, Tan Handle	\$	\$
BWK1636	Boardwalk, Disposable Dust Mop Head w/Sewn Center Fringe, Cotton/Synthetic, 36w x 5d, White	\$	\$
BWK503BLCT	Boardwalk, Super Loop Wet Mop Head, Cotton/Synthetic, Large Size, Blue, 12/carton	\$	\$
BWK00160EA	Boardwalk, Toilet Bowl Mop, White, 4 1/2" strands of acid-resistant polypropylene	\$	\$
BWK03010	Boardwalk, Trigger Spray Bottle, 32 oz., Clear/Red, HDPE, 3/Pack	\$	\$
HOS53725	Chef's Supply White Terry Towel Rags, 25 lb.	\$	\$
CLO-15949CT	Clorox Disinfecting Wipes, Fresh Scent, 75 Wipes/ Canister, 6 Canisters/Cartron	\$	\$
DVS5549254	Diversey Alpha HP concentrated Multi Surface Cleaner 1.5 Liter 2 pk.	\$	\$
CBD540472	Diversey Crew Bathroom Cleaner 42 1.4 Liter RTD Bottle 2 PK	\$	\$

BID PROPOSAL FORM (page 2 of 4)

Item #	Description	List Price	Discount Off List Price
3063402	Diversey Glance Glass and MP Cleaner 1.5 Liter RTD Bottle 2 PK	\$	\$
5283003	Diversey Morning Mist Neutral Disinfectant Cleaner 1.5 Liter RTD 2 Pk.	\$	\$
3062637	Diversey Virex ii 256 1 Step Disinfectant Cleaner (Citrus Scent) 1.4 Liter 2 Pk.	\$	\$
DURPC1500BKD	Duracell Procell AA Alkaline Batteries, 24/BX	\$	\$
38W367	Energizer Industrial Alkaline Batteries, C, 12/BX	\$	\$
38W368	Energizer Industrial Alkaline Batteries, D, 12/BX	\$	\$
56744	Georgia Pacific Compact Quad Toilet Paper Dispenser Item # 56744	\$	\$
52053	Georgia Pacific enMotion Soap Dispenser Item # 52053	\$	\$
19375	Georgia Pacific Professional Coreless Bath Tissue, 1000 Sheets/Roll, 36 Rolls/Carton	\$	\$
42816	Georgia Pacific Professional enMotion Foam Soap with Moisturizers, 1200mL, 2/CT	\$	\$
26480	Georgia Pacific Professional Hardwound Roll Paper Towel, Non-perforated, 7.87 x 1000ft, Brown, 6 Rolls/Carton	\$	\$
59489	Georgia Pacific Sofpull Paper Towel Dispenser Item # 59489	\$	\$
GOJ516103CT	GOJO FMX-12 Foam Hand Wash, Cranberry, FMX-12 Dispenser, 1250mL Pump, 3/Carton	\$	\$
GOJ191602CT	GOJO LTX-12 EcoLogo Certified Foam Hand Wash Refill, Pomeberry, 1200mL, 2/Carton	\$	\$
HERH4832HC	Heritage Clear Linear Can Liners, 12-16 Gallons, 24" x 32", .70 Mil., 500/CT	\$	\$
HERH4832HK	Heritage LLDPE Trash Bin Liners, 12-16gal, .70 mil, 500/CT	\$	\$
HERX7658QK	Heritage Low-Density Can Liners, 60 gal, 1.5 mil, 38 x 58, Clear, 100/Carton	\$	\$
HERX7658QK	Heritage Low-Density Repro Can Liner, 60 gal, 2 mil, 38 x 58, Black, 100/CT	\$	\$
HOS01901	HOSPECO Urinal Screen with Non-Para Block White/Pink, Cherry, Dozen	\$	\$
IMP1525	Impact Disposable Urinal Floor Mat, Nonslip, Green Apple Scent, Gray, 6/CT	\$	\$
AMR 1003402	Misty Dust Mop treatment 12-20 oz. Cans SKU # AMR 1003402	\$	\$
AMR 1001511	Misty Furniture Polish 12- 20 oz. Cans SKU #AMR 1001511	\$	\$
AMRA13520	Misty Furniture Polish, Citrus Scent, 20 oz. Aerosol Can, 12/Carton	\$	\$

BID PROPOSAL FORM (page 3 of 4)

Item #	Description	List Price	Discount Off List Price
DVOCB066155	O-Cedar Commercial Bi-Level Floor Scrub Brush With Squeegee Handle	\$	\$
DVO91351EA	O-Cedar Commercial Maxi-Angler Broom, Polystyrene Bristles, 51" Aluminum Handle, Black	\$	\$
DVOCB962082	O-Cedar Commercial Maxi-Plus Lobby Dust Pan With Rear Wheels, Black, 13" Wide, 30" Handle	\$	\$
DVOCB965166	O-Cedar Commercial Quick Change Mopstick Fiberglass Handle, 60" Length	\$	\$
RAC76075EAC	Professional Lysol Brand Disinfectant Spray, 19 oz. Aerosol, Spring Waterfall Scent, 12/CT	\$	\$
KIKBLEACH6	Pure Bright Liquid Bleach, 1gal Bottle, 6/Carton	\$	\$
RCP6342	Rubbermaid Commercial Countertop Brush, Silver, 12 1/2" Brush	\$	\$
RCP315488BLA	Rubbermaid Commercial Deluxe Carry Caddy, 8-Comp, 15w x 7 2/5h, black	\$	\$
RCP2005CHA	Rubbermaid Commercial Heavy-Duty Dustpan, 8 1/4" w, Polypropylene, Charcoal	\$	\$
RCP401504	Rubbermaid Commercial Standard Aerosol Refill, Mandarin Orange, 6oz, 12/Carton	\$	\$
RCP748018YW	Rubbermaid Commercial Wavebrake 26 Quart Side Press Mop Bucket & Wringer Combo, Yellow	\$	\$
CSWNEBPFGL	Safe Guard Nitrile Exam Gloves, Large, 100/BX	\$	\$
CSWNEBPFGS	Safe Guard Nitrile Exam Gloves, Small, 100/BX	\$	\$
CSWNEBPFGL	Safe Guard Nitrile Exam Gloves, X-Large, 100/BX	\$	\$
MMM08293	Scotch-Brite PROFESSIONAL Commercial Scouring Pad, 6 x 9, 60/Carton	\$	\$
MMM74	Scotch-Brite Professional Medium-Duty Scrubbing Sponge, 3 1/2 x 6 1/4, Yellow/Green, 20/Carton	\$	\$
CSWT1002P30	Silky Soft Facial Tissue, 30 Boxes/Carton	\$	\$
SGV4317260	Spring Grove Paper Cold Cup, Standard, 5oz. Light Green, 2500/CT	\$	\$
48005	SSS Carpet Pretreat Plus 4-1 Gal. Item # 48005	\$	\$
48004	SSS Triple Carpet Cleaner 4-1 Gal. Item # 48004	\$	\$
PGC82074CT	Swiffer Heavy Duty Dusters, Plastic Handle Extends To 3ft, 1 Handle & 3 Dusters/Kit, 6 Kits/Carton	\$	\$
PGC21459CT	Swiffer Refill Dusters, Dust Lock Fiber, Light Blue, Unscented, 10/BX, 4 BX/CT	\$	\$
TRKHB1990	Tork Perforated Paper Roll Towel, 2-Ply, 11"w x 9"l, White, 30/CT	\$	\$
UNN79804	UnionTools Steel Street Shovel, D-Handle, #4, 38in Handle	\$	\$

BID PROPOSAL FORM (page 4 of 4)

- B. If free delivery is available, state minimum dollar value of order required for this service:
\$ _____
- C. If free delivery is NOT available, state delivery charge per order:
\$ _____
- D. Delivery (if available) shall be within _____ hours after receipt of order.
- E. Goods shall be available for pick up _____ hours after receipt of order.

The Town has the right to add or remove items and/or quantities from this bid. Unbalanced bids will not be accepted.

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

- a) To more than one bidder, based on meeting the item(s) specification, cost, availability, or any combination of these criteria;
- b) To a single bidder who meets the specifications for all items, and offers the best combination of lowest cost, best availability, and broadest product range;
- c) May add, subtract or delete any item and/or quantity as deemed in the best interest of the Town.
- d) All pricing shall include the cost of labor, materials, equipment, tools, mobilization, incidentals, delivery, 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.
- Addenda acknowledged per Item 2 on Bid Proposal Form, or
- Signed and submitted with modified pricing if requested.
- USB drive containing the provided excel worksheet with itemized pricing.
- List of references where projects performed of comparable size and scope within the past three years.
- 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 and Title of Authorized Representative (Printed)

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 #2020-08**" 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 (not required)

~~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/e570_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. Additionally, the Town reserves the right to consider other factors in an award, such as the Town's prior experience with a vendor for services previously provided.

PERFORMANCE AND LABOR AND MATERIAL BOND (not required)

~~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/e570_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.

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

INSURANCE (continued)

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.

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.

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

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.

NON- WAIVER CLAUSE

The failure by the Town to require performance of any provision of this bid shall not affect the Town's right to require performance at any time thereafter, nor shall a waiver of any breach or default of a contract award constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

ATTORNEY FEES

In the event of litigation relating to the subject matter of this bid document or any resulting contract award, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

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 #.