



**BID #2020-12R**  
**INSPECTION AND MAINTENANCE SUPPORT**  
**SERVICES FOR ELECTRICAL POWER SYSTEMS**

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

Released: Tuesday, 19<sup>th</sup> November, 2019

Phillip Ryan, Purchasing Agent

Bidder:

\_\_\_\_\_

Doing Business As (Trade Name)

\_\_\_\_\_

Address

\_\_\_\_\_

Town / State / Zip

\_\_\_\_\_

Title (Mr /Ms)

\_\_\_\_\_

Signature

\_\_\_\_\_

Telephone

\_\_\_\_\_

E-mail

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

**11:00AM, Wednesday, 4<sup>th</sup> December, 2019**

**NOTE:**

1. Bidders are to complete all requested data in the upper right corner of this page and must return this page with their bid proposal.
2. No bid shall be accepted from, or contracts awarded to, any person/company who is in arrears to the Town of Stratford upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Stratford.
3. Submissions are to be submitted in a sealed envelope and clearly marked "BID #2020-12R" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.

## INVITATION TO BID

The Town of Stratford (Town) on behalf of its Water Pollution Control Facility is seeking competitive bids from qualified contractors specializing in electrical testing inspection and maintenance support services for electrical power systems.

The awarded contractor shall be required to meet National Electrical Testing Association (NETA) standards. The work shall consist of, but not limited to, inspection, troubleshooting, maintenance and repairs to existing switchgear system, i.e. circuit breakers, fuses, transformers, relays, including all other associated circuitry and components.

More information may be obtained from NETA: <https://www.netaworld.org/home>

### TERM / RENEWAL OF CONTRACT

The Town 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 2020 contract per the same terms and conditions, including an agreed upon optional cost of living allowance (COLA) increase.
- The optional one-year renewal terms are at the sole discretion of the Town of Stratford.

### REQUESTS FOR INFORMATION (RFI) / ADDENDA

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

NOTE: Written requests for information will not be accepted after 12:00PM on Friday, 22<sup>nd</sup> November.

Response will be in the form of an addendum that will be posted approximately Wednesday, 27<sup>th</sup> November at the close of business to the Purchasing Department website: [www.townofstratford.com/purchase](http://www.townofstratford.com/purchase)

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

### REQUIREMENTS

1. All equipment and materials supplied/installed shall be new and of current manufacture, and shall meet or exceed all specifications described herein. Any deviations to specifications must be indicated with the proposal response.
2. The Bidder or supplier must be an authorized dealer and/or distributor for all equipment supplied or installed, and may be required upon request to provide proof of all applicable licensing.
3. The Bidder must provide service personnel certified to repair or replace equipment for each manufacturer as submitted in proposal. Authorized personnel certification must be provided upon request.
4. The Bidder will be responsible for securing all necessary permits where applicable, including federal, state and local, and as required by the Town of Stratford.
5. Warranty: The Contractor shall remain the single-point-of-contact for all warranty and equipment services, and must provide equipment repair or replacement services.
6. References: Provide at least three (3) references (preferably municipalities) regarding similar projects performed.
7. Acceptance: The Town of Stratford will not accept receipt of equipment, installed or otherwise, unless all specifications stated in the bid document have been accommodated and/or approved by written consent. The Contractor shall be required to correct any nonconforming issues, at no expense to the Town of Stratford.
8. Exceptions: Bidders are required to provide full details of any exceptions to the specifications. Details must be submitted separately and attached to the proposal page.
9. Pricing: All costs submitted in proposal must include equipment, standard warranty, freight, shipping and delivery charges, labor, installation and/or set-up costs, safety checks and all related materials. All subcontractors must be identified and their labor rates submitted with proposal page.

## **SCOPE OF SERVICES**

Perform inspection, maintenance, support and repair services upon request for electrical power systems and equipment located at the Water Pollution Control Facility and Outdoor Sub Stations.

Services shall be provided by the Contractor for all equipment, controls, components and related devices, but not limited to, as specified.

All repair and/or replacement parts required to maintain the system in its original operating condition shall be of the same quality to existing.

Prior to performing the work, the awarded contractor must submit all cost proposals in writing for approval.

1. Cost proposals shall contain minimum number of hours to perform the work, including itemized part numbers and descriptions.
2. The Contractor shall furnish all labor, parts, materials, tools, test equipment and related items/services to perform the work, and must provide service personnel certified to repair and/or replace equipment as specified. Authorized certification for all personnel must be provided upon request.
3. All parts, components and related devices that are worn or not in proper operational condition shall be repaired and/or replaced with new parts, components and devices.
4. When equipment or parts are to be replaced in their entirety and a contemporary design for said equipment is available, and is functionally equivalent and compatible, the equipment and/or parts of the newer design shall be used as the replacement.
5. All miscellaneous parts, components and related items necessary to perform the work, such as, but not limited to, software, hardware, tools, test instruments, meters, etc., shall be supplied by the Contractor and included in price.

### **Outdoor Substations Sub 1A & Sub 2A**

Perform NETA maintenance tests on the following switchgear:

#### Sub 1A

Two (2) 3000kva oil filled transformers.  
Sixteen (16) GE Low Voltage Circuit Breakers – primary current tests.  
Clean switchgear.

#### Sub 2A

Two (2) 3000kva oil filled transformers.  
Sixteen (16) GE Low Voltage Circuit Breakers – primary current tests.  
Clean switchgear.

Transformer tests shall consist of Doble power factor, winding resistance, transformer turns ratio (at tap position), insulation resistance and oil tests to include dielectric, interfacial tension, specific gravity, acidity, color, water in oil and dissolved gasses.

Low Voltage Circuit Breaker tests shall include primary current, contact and insulation resistance tests and a visual/mechanical inspection.

#### **NOTE:**

Shutdown shall be performed by others.

Temporary power to feed affected buildings shall not be required.

Provide rates for work to be performed during regular business hours and outside of regular business hours (overtime).

## **Indoor Switchgear**

### Relay Testing

Seven (7) BEI-951 O/C relays.  
Two (2) BEI-25 Sync check relays.  
One (1) BEI-1051 O/C relay.  
Two (2) GE Power Meters – operational test only.  
Two (2) B-30 Bus Differentials.  
Four (4) GE 12CFD22BA relays.  
One (1) Multilin Feeder relay.

Perform relay calibration checks.

### 15kv Breakers

Nine (9) 15kv vacuum breakers.  
Four (4) 15kv disconnect switches.  
Two (2) main circuit breakers.  
One (1) tie breaker.

Perform DC integrity tests, insulation resistance, contact resistance and a visual/mechanical inspection.

### Motor Control Centers “MMC”

Maintenance Building – main-tie-main – 800a  
Headworks Building - main-tie-main – 1200a  
Blower Building – main-tie-main- 1000a  
Press Building/Thickener – main-tie-main – 800a  
Administration Building – main-tie-main 800a  
Effluent Building – main-tie-main – 1600a

The mains and ties shall be tested in each MCC. Perform primary current, contact and insulation resistance tests. Note a complete outage on line and load side shall be required to perform these tests.

Provide rates for work to be performed during regular business hours and outside of regular business hours (O/T).

## **EXCLUSIONS**

The following items are excluded from the Contractor’s responsibilities for all facility locations;

1. Upgrades and modifications to enhance performance beyond current equipment specifications or design capacity, unless specifically requested and where stated as part of this contract.
2. Removal of asbestos or hazardous materials necessary to perform repair and/or replacement work on equipment.
3. Alterations, renovation or construction work to premises and buildings where equipment is located.
4. Electrical services not directly associated with facility equipment to be repaired or replaced.
5. Careless workmanship and/or unsafe working practices that may cause damages to equipment or premises.

## **QUALIFICATIONS**

The Contractor shall demonstrate experience in the industry, employ full-time certified service personnel, provide emergency repair services, and shall maintain a local office with adequate inventory of replacement parts and components, for all said equipment as per the Scope of Services.

## **EMERGENCY SERVICE**

Emergency repair service must be provided by the Contractor 24 hours/365 days per year, including a full-time service department located within two (2) hours travel time of the Town of Stratford. Provide minimum two (2) hours call-out response.

## **CERTIFICATION**

The Contractor and his/her subcontractor(s) shall be certified and licensed per all industry standard requirements, meeting regulations of Connecticut State Agencies.

More information may be obtained from: <https://portal.ct.gov/DCP/Occupational-and-Professional-Division/Occupational--Profess/Electrical-License-Types-and-Scope-of-Work>

**OSHA COMPLIANCE**

The Contractor must fully comply with all relevant OSHA requirements and regulations.

**INVOICING / COSTS**

1. Costs submitted on all equipment, parts, components, devices and related items must remain fixed and held firm for no less than a 12-month term, including labor rates for business hours and after-hours services.
2. Invoices will not be processed or paid without prior written approval.
3. Replaced equipment and/or supplied parts and components must be of new and current manufacture, unless agreed upon previously in writing by Town.

**SUBCONTRACTORS**

1. Services that are to be provided shall be performed by qualified and trained service personnel that are directly employed by the Contractor.
2. Subcontracting will not be permitted without the prior knowledge and written approval of the Town.
3. Approved subcontractors must provide details regarding company contracts, personnel references and proof of all applicable licensing/certification requirements.
4. The Contractor assumes full responsibility of the Contract, including labor, equipment and parts warranties.

Provide subcontractor details to be employed as part of this contract, including labor rates. All subcontractors are subject to approval by the Town of Stratford.

**TIME FRAME**

The Contractor will be required to place a reasonable schedule on written estimates to complete repairs. In the event that the schedule will be exceeded based upon parts availability or circumstances beyond the Contractor's control, it is the Contractor's responsibility to inform the relevant Town department of the delay.

In the event that there are delays in making repairs because more lucrative work is received, the Town reserves the right to have the repairs made by another contractor and assess the original contractor the difference in cost incurred by utilizing another contractor.

**BASIS OF AWARD**

The following factors will be considered in awarding the contract:

- Compliance (i.e. valid licenses, certification, permits, OSHA) of personnel and workshop facility as required by federal, state and local law.
- Experience and number of skilled employees available to service the contract.
- Geographical location and response time to worksite.
- Cost.

**PROPOSAL**

1 of 2

PROPOSAL TO: Town of Stratford, Purchasing Department  
2725 Main Street, Stratford, Connecticut 06615

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

- 1. BID Document #2020-12R
- 2. Addenda numbered \_\_\_\_\_ through \_\_\_\_\_ posted at [www.townofstratford.com/purchase](http://www.townofstratford.com/purchase) and have included their provisions in my proposal.

I shall supply all labor, tools, materials, equipment, technical service, taxes, permits, insurance, etc., and as necessary to perform the work as specified:

**Provide lump sum amount to perform the work under the following Scope of Services items:**

Outdoor Substations Sub 1A & Sub 2A  
Indoor Switchgear

Regular Hours: \$ \_\_\_\_\_ /lump sum \_\_\_\_\_  
Written Amount

After Hours: \$ \_\_\_\_\_ /lump sum \_\_\_\_\_  
Written Amount

**Perform annual inspection, maintenance, support and repair services for electrical power systems and equipment:**

- 1. Fixed discount off list price for NEW parts: \_\_\_\_\_ %
- 2. Installation Rates – Regular Business Hours:  
Supervisor: \$ \_\_\_\_\_ /hr Foreman: \$ \_\_\_\_\_ /hr Journeyman: \$ \_\_\_\_\_ /hr Apprentice: \$ \_\_\_\_\_ /hr
- 3. Installation Rates – After Hours:  
Supervisor: \$ \_\_\_\_\_ /hr Foreman: \$ \_\_\_\_\_ /hr Journeyman: \$ \_\_\_\_\_ /hr Apprentice: \$ \_\_\_\_\_ /hr
- 4. Identify all services on offer, including equipment covered under contract:  
\_\_\_\_\_  
\_\_\_\_\_

NOTE: All rates above shall include travel time, utility outage support, all electrical testing labor, testing equipment, project management and safety meetings.

**Provide information regarding number of years in business, size of firm, and facility location.**

Number of years in business: \_\_\_\_\_  
Number of employees: \_\_\_\_\_ (full time) \_\_\_\_\_ (part time)  
Facility Location: \_\_\_\_\_ (Town) \_\_\_\_\_ (State)

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 material supplier found in the Contract Documents are listed herewith in this Bid Form.

Name \_\_\_\_\_ Title \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

# PROPOSAL

2 of 2

## CHECKLIST

The following must be submitted with proposal:

- Cover page, completed and signed.
- Addenda acknowledged on bid proposal page, or submitted with modified pricing if requested.
- List of references where projects performed of comparable scope within the past three years.
- List of all subcontractors identifying each trade, hourly rates, location, and Tax ID number.
- Identify any exceptions that may apply. These must be itemized and attached to the proposal form.

### **The Town of Stratford 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. and may add, subtract or delete any item and/or quantity 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 material supplier found in the Contract Documents are listed herewith in this Bid Form.

Name \_\_\_\_\_ Title \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

**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

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

**BID PROPOSALS**

Bid proposals are to be submitted in a sealed envelope and clearly marked on the outside “BID #2020-12R” including all outer packaging such as DHL, FedEx, UPS, etc. All prices and notations must be printed in ink or typewritten. No erasures are permitted. Bid proposals are to be in the office of the Purchasing Department, Town Hall, 2725 Main Street, Room 202, Stratford, Connecticut, prior to date and time specified, at which time they will be publicly opened.

**RIGHT TO ACCEPT / REJECT**

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

**POWER OF REJECTION**

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

**QUESTIONS**

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

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

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

**PRICES**

Prices quoted must be firm, for acceptance by the Town of Stratford, for a period of 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.

**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.

More information may be obtained from: <https://portal.ct.gov/DRS/Publications/Special-Notices/2011/SN-201117-2011-Legislative-Changes-to-the-Procedures-Governing-Nonresident-Contractors>

**PERMITS**

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

**PAYMENT PROCEDURES**

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

**PAYMENT PERIOD**

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

**THE CONTRACTOR**

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

**ASSIGNMENT OF CONTRACT**

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

**AWARD OF BIDS**

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

**BIDDING FOR PUBLIC WORK OR IMPROVEMENT**

Any public work or improvement costing more than seven thousand five hundred (\$7,500.00) dollars shall be executed by contract except where specified work or improvement is authorized by the council based on detailed estimates submitted by the department authorized to execute such work or improvement.

All contracts for more than seven thousand five hundred (\$7,500.00) dollars, shall be awarded to the lowest responsible bidder, after public advertisement and competition, as may be prescribed by ordinance.

The Mayor shall establish reasonable regulations for prefilling sub bids on construction contracts where it is anticipated that the contracting party shall subcontract all or a portion of the work to be done.

Any public work or improvement costing more than \$7,500 shall be executed by contract except where specified work or improvement is authorized by the Council based on detailed estimates submitted by the Department authorized to execute such work or improvement. All contracts under this section shall be awarded by the Town Council to the lowest responsible bidder, after public advertisement as specified above.

**NONUSE OF WASTES**

- A. All bids and contracts related to the retention of services to construct or maintain any publicly owned and/or maintained road or real property within the Town of Stratford shall include a provision stating that no materials containing natural gas or oil waste shall be utilized in providing such a service.
- B. All bids and contracts related to the purchase or acquisition of materials to be used to construct or maintain any publicly owned and/or maintained road or real property within the Town of Stratford shall include a provision stating that no materials containing natural gas or oil waste shall be provided to the Town of Stratford.
- C. The following statement, which shall be a sworn statement under penalty of perjury, shall be included in all bids related to the purchase or acquisition of materials to be used to construct or maintain any publicly owned and/or maintained road or real property within the Town of Stratford and all bids related to the retention of services to construct or maintain any publicly owned and/or maintained road or real property within the Town of Stratford:

"We \_\_\_\_ hereby submit a bid for materials, equipment and/or labor for the Town of Stratford. The bid is for bid documents titled \_\_\_\_\_. We hereby certify under penalty of perjury that no natural gas waste or oil waste will be used by the undersigned bidder or any contractor, subcontractor, agent or vendor agent in connection with the bid; nor will the undersigned bidder or any subcontractor, agent or vendor agent thereof apply any natural gas waste or oil waste to any road or real property within the Town of Stratford as a result of the submittal of this bid if selected."

### **CHANGE ORDERS**

**Approval Required:** Except as specified herein, when any public work or improvement has been executed by contract, no changes in the terms, conditions or scope of said contract nor deviations from the specifications made a part of that contract which would result in any way in an increase in the cost of that contract to the Town shall be allowed except by the approval of the Council.

**Review:** Any request for change orders shall first be considered by an appropriate committee appointed and then referred to the Council for appropriate action.

**Mayor's Approval:** Notwithstanding any provision to the contrary herein, the Mayor, acting upon the advice of the Town Engineer, shall have the authority to approve any such changes or deviations without the approval of the Council, provided that the cost of any such changes or deviations does not exceed the sum of \$5,000, and further provided that, in the opinion of the Mayor, due to extraordinary conditions, unforeseen contingencies, market conditions or the nature of the requested change, it would not be feasible or in the best interest of the Town to delay approval of the requested change.

### **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.

### **OSHA**

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

### **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.

### **INSURANCE**

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

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

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

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

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

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

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

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

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

Commercial General Liability:

- Bodily Injury and Property Damage \$2,000,000
- Products/Completed Operations \$2,000,000

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

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

Pollution Liability Insurance: ~~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.~~

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

Additional Insureds: The Town of Stratford, Stratford Board of Education, its officers, officials, employees, agents, Boards, and Commissions shall be named as Additional Insureds. The coverage shall be primary and non-contributory and contain no special limitations on the scope of protection afforded to the Town of Stratford. 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 Stratford. 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 Stratford, 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.

**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](http://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, committee or council of the Town, whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, committee or council of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee or council of which he/she is a member.

**SCOPE OF WORK / SITE INSPECTIONS**

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

**EXCEPTION TO SPECIFICATIONS**

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

**UNLESS OTHERWISE NOTED**

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

**TAX EXEMPT**

Federal Tax Exemption 06-6002103.

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