

**BID #2020-14
PUMP-OUT VESSEL**

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: Wednesday, 20th 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, 11th 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 #2020-14" 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 Waterfront Harbor Management Commission is seeking competitive bids from qualified marine industry dealers/manufacturers to furnish and deliver one (1) fully operational, seaworthy pump-out vessel, including one (1) roadworthy trailer designed for proper transportation, as detailed in the attached specifications.

REQUESTS FOR INFORMATION (RFI) / ADDENDA

Direct requests to: Town of Stratford, Purchasing Department
Attention: Phillip Ryan, Purchasing Agent
2725 Main Street, Stratford, CT 06615
E-mail: PRyan@townofstratford.com

NOTE: Written requests for information will not be accepted after 12:00PM on Weds, 27th November, 2019. No exceptions.

Response will be in the form of an addendum that will be posted approximately Thursday, 5th December, 2019 to the Town of Stratford Purchasing Department website: <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 materials supplied shall be new and of current manufacture, and shall meet or exceed all specifications described herein. Any deviations must be indicated with the proposal response.
2. The awarded bidder may be required upon request to provide proof of all applicable licensing and certification.
3. The awarded bidder shall be responsible for all warranty on all items and materials supplied as part of this contract.
4. Provide the Town with minimum three (3) business and/or trade references for similar contracts.
5. Acceptance: The Town of Stratford will not accept receipt of any item(s) unless all specifications stated in the bid document have been accommodated and/or approved by written consent. The awarded bidder shall be required to correct any nonconforming issues, at no expense to the Town of Stratford.
6. Exceptions: Bidders are required to provide full details of any exceptions to the specifications; details must be submitted separately and attached to the Proposal Bid Form.
7. 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 in the best interest of the Town.
8. Bidders may be required to submit descriptive literature and/or provide samples for all items being supplied prior to award of contract, and must be an authorized dealer and/or distributor for such items.
9. Upon award of bid the Town will issue a purchase order verifying delivery details.

SPECIFICATIONS

Pump-Out Vessel – 22’ Aluminum

Furnish and deliver one (1) complete pump-out vessel (“boat”) as described herein. The following specifications cover the primary requirements as to the type of construction and the specific outfitting required.

Details of construction that are not specified herein shall be left to the discretion of the Contractor, who shall be solely responsible for the design and construction of all features.

Bids will only be accepted by professional boat design firms with ten (10) years experience designing special purpose boats of 20’-30’ length.

Vessel shall be constructed in accordance with ABYC guidelines.

Construction shall include plumbing and installation of Owner supplied Edson peristaltic pump.

The bidding firm (“Bidder”) shall furnish satisfactory evidence of ability to construct the apparatus specified and shall state the location of the factory where the apparatus is to be constructed.

QUALITY & WORKMANSHIP

The design of the boat shall embody the latest in approved marine construction practices. Workmanship shall be of the highest quality in its respective field.

Design must provide for durable construction, including access for inspection and maintenance of hull and equipment.

All parts shall be cut using one of three (3) industry methods: CNC plasma, CNC water jet, or CNC router.

All frame parts must be notched and marked for accuracy.

WARRANTIES

Hull	Five (5) year from date of delivery.
Holding Tank	Five (5) year from date of delivery.
Outboard Engine	Standard manufacturer’s warranty.
Pump & Hardware	Standard manufacturers’ warranty.
Mechanical & Electrical	Two (2) year from date of delivery.
T-Top	Five (5) year from date of delivery.

HULL

Hull Type:	Modified Vee (15 transom, 20 midship, 50-60 at Cutwater)
Hull Length Overall:	22’ not including engines and engine guard rail.
Maximum Length:	24’ 5” with engine guard rails and Rub Rail.
Hull Beam Overall:	8’ 9” with Rub Rails.
Draft (hull):	15”
Norm. Oper. Displ:	4,000 lbs. with three (3) crew, half fuel, 300 lbs. gear.
Power:	Yamaha 4-Cycle / 200HP engine.

CONSTRUCTION

Boat shall be of all welded aluminum construction featuring both transverse and longitudinal framing. All hull parts, hull structural parts and deck parts, shall be CAD designed and CAD lofted and NC cut. Hull structural members shall have NC cut notches to ensure proper alignment and structural integrity.

There shall be at least three (3) watertight bulkheads.

Scantlings shall be per the following table:

<u>ITEM</u>	<u>DIMENSION</u>	<u>ALLOY</u>
Keelson	.375" Plate	5086 H116
Transverse Frames	5.5" x 2" x .190 Tee	5086 H32
Bulkheads	.190" Sheet	5086 H32
Bulkhead Stiffeners	2" x .25" Tee	6061 T6
Longitudinals - Bottom	3" x .25" Flat Bar	6061 T6
Longitudinals - Deck	2" x .25" Tee & 2" x .125" Sq. Tube	6061 T6
Longitudinals - Topsides	3" x .25" Flat Bar	6061 T6
Bottom Plating	.250" Plate	5086 H32
Chine Bar	.375" Plate	5086 H32
Topside Plating	.190" Sheet	5086 H32
Transom	.250" Sheet	5086 H32
Working Deck	.190" Sheet	5052 H32
Side Decks	.190" Sheet	5086 H32
Pilothouse/Console	.125/.190" Sheet	5052 H32
Fuel Tank	.190" Sheet	5052 H32
Pipe & Tubing	Primarily Schedule 40	6061 & 6063 T6

NOTE:

1. Beds, knees and other heavy duty reinforcements must be provided in areas of high stress, such as, but not limited to, engines and pump-out systems.
2. Welding: Pulsed MIG and TIG processes using 5356 filler wire. All underwater seams must be continuously welded inside and outside. All frames and stiffeners shall be stitch welded both sides.
3. Vessel shall be constructed in accordance with ABYC guidelines.
4. Construction shall include plumbing and installation of Owner supplied Edson peristaltic pump.

PAINT & LETTERING

Bottom: Aluminum shall be profiled with 36 grit sanding disc to the waterline. Boat shall be acid washed with Zep-a-lume aluminum acid etch and rinsed with hot water pressure washer. The bottom shall be coated with a minimum of two coats of Sherwin Williams Duraplate 235 epoxy primer (or equal). Two (2) coats of Interlux "Pacifica" anti fouling paint (or equal) shall be applied.

Topsides: Buffed aluminum finish, no paint. Decks shall be sanded to non-skid finish and non skid epoxy applied.

Lettering & Graphics: Scotchlite black vinyl lettering.

DECK HARDWARE

The deck shall be constructed of 3/16" 5000 series marine grade aluminum. The deck must be free of trip hazards.

Provide one (1) 2" fitting directly in front of the console to pump out the tank.

Provide dry storage in the bow with lockable, large access door.

Provide dry storage under the console and in the leaning post/ seat.

Desk must be self bailing under all normal loading conditions.

CLEATS & HARDWARE

7 - 10" aluminum welded to reinforced area on the gunnels.

Bow and stern eyes shall be fabricated from 1/2" aluminum and welded to the hull.

RUB RAIL & FENDERING SYSTEM

The rub rail shall be 2" vinyl.

The fendering system shall consist of 8 x 20 Polyform fenders. The fenders shall be secured to the boat with a series of stainless steel shackles with nylon bushing to create a robust system.

CENTER CONSOLE & T-TOP

The console and top shall be constructed of marine grade aluminum. All hand rails shall be made of aluminum and must be welded in place.

The electronic box shall be fabricated of aluminum with a starboard face for flush mounting of electronics and breaker panel.

ELECTRICAL

- Blue Seas 8 breaker panel with resettable breaker.
- UL 1426 tin coated wiring.
- Three (3) group 27 marine batteries (in battery boxes). One (1) battery shall be mounted in the bow to supply power to the bow thruster with charging circuit from the outboard switch panel.
- 30-amp main breaker.
- One (1) outboard marine battery switch panel with charging relays.
- Bilge pumps shall be directly connected to house main batteries and remain on when boat is secured.

FUEL TANK

Fuel capacity shall be minimum 60 gallon single aluminum tank constructed and tested as per USCG and ABYC standards. The tank shall be installed in watertight compartment and shall be located near the vessel's normal operating LCG.

All hoses shall be USCG approved. The tank shall be fitted with one (1) WEMA fuel level sending unit wired to a gauge at console. Fuel tank must meet current EPA emission requirements.

STEERING

The steering system shall be UFlex PRO hydraulic with front mount cylinder.

The helm shall be fitted with a 15" Stainless Steel, destroyer type steering wheel.

CARGO TANK

The boat shall be outfitted with an Owner supplied EDSON peristaltic pump with 12 volt option. All plumbing shall utilize quick disconnect fittings. Plumbing and installation shall be performed by manufacturer.

All intake hoses and fittings shall be 1-1/2" and discharge hoses shall be 2".

The holding tank shall be fabricated from 1/2" Polyethylene and be mounted below deck. The total capacity of the tank shall be 350 gallons.

Provide suction and discharge hoses.

PROPULSION

The vessel shall be rigged for a Yamaha 200 HP, 25" shaft.

Including the following components:

- (1) Tachometer
- (1) Trim gauge
- (1) Battery meter
- (1) Hour meter
- (1) Fuel gauge
- (1) Binnacle Control with Trim, Key & Kill Switches
- (2) Control Cables
- (1) Stainless Steel Propeller
- (1) Racor Fuel Filter / Water Separator

Note, multi-function gauges may be specified in order to conserve dash area.

Vessel shall be rigged with supplied control, cables and harness, and engine.

Final engine installation shall be performed by local authorized Yamaha dealer.

HELM LEANING POST

Provide a helm leaning post with cushion.

ELECTRONICS

Standard Horizon Model 2000 VHF with external speaker, 8' antenna on S/S ratchet mount, or approved equal.

One (1) 2" digital depth finder with transom mounted transducer.

ACCESSORIES

- Raw water wash down pump with 25' coiled hose.
- Below deck conduit.
- Two (2) 1100 GPM automatic bilge pumps: one (1) forward and one (1) aft.
- LED running light console and deck lights.
- Ritchie compass.
- Standard USCG Safety package including four (4) life jackets, visual distress kit, fire extinguisher, horn, navigation lights, and life ring.
- Six (6) dock lines: 2-15', 2-20', 2-30' ½" braided.
- VHF Radio (see electronics).
- Depth Finder (see electronics).
- Fortress aluminum anchor with 6' chain and 100' ½" nylon line.
- Spare waste nozzle (include one with pump).
- One (1) 33' x 1 ½ suction hose with quick disconnects.
- One (1) 2" x 30 suction hose.
- Deep cycle batteries (see electrical section).
- Non feedback battery switch (see electrical section).

TRAILER

Price shall include one (1) trailer properly rated to transport the vessel safely on public roads and highways. Trailer must be fully roadworthy, complete with braking system, tail lights/safety lamps, electrical connection plug, height adjustable stabilizing wheel, support rails and buffers, tow hitch and related safety chains/bolts.

Construction of the trailer shall be of proper design, meeting the vessel's load capacity, overall width and length, including tire width and centerline.

DELIVERY

Delivery Location: Birdseye Launching Ramp, Birdseye Street, Stratford, CT.

BID PROPOSAL FORM

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 #2020-14*
2. *Posted addenda numbered _____ through _____ posted at www.townofstratford.com/purchase and have included their provisions in my Proposal.*

I shall provide all labor, materials, equipment, technical service, insurances, taxes and permits, etc., necessary to supply and deliver all items as stated per the specifications.

PUMP-OUT VESSEL & TRAILER – 22’ ALUMINUM

Total: \$ _____ /lump sum *(Includes One Year Standard Warranty and Delivery*)*

Written Amount: _____ dollars

Location where vessel will be manufactured: _____

*Delivery must include all necessary components, set-up and commissioning, required for complete operation of equipment.

Trailer:

Load Capacity: _____ Width: _____ Length: _____ Axle: _____ (single, tandem) Tires: _____

List all trailer accessories: _____

Provide full description and Unit Price for Vessel accessories that have NOT been included in Lump Sum amount above.

_____	\$ _____
_____	\$ _____
_____	\$ _____

Warranty: Provide price for warranty options:

- \$ _____ Description: _____
- \$ _____ Description: _____
- \$ _____ Description: _____

**Amount shall include ALL costs, such as, but not limited to, packaging, transportation, freight, shipping, lift-gate and delivery, etc., to one (1) location. No other fees or charges will be accepted. No exceptions.*

Name and Title of Authorized Rep (Printed)

Signature

Date

BID PROPOSAL FORM

2 of 2

If proposing an alternative manufacturer or model/series to specified equipment, provide details below:

Attach specifications and cut sheets to this page.

- 1) Pricing is to include all necessary labor, materials, shipping, freight, delivery, lift-gate charges, insurances and applicable taxes.
- 2) Optional discounts and/or rebates presented on any item and/or services should be attached to this page.
- 3) The Town of Stratford reserves the right to award the bid:
 - 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 in the best interest of the Town.

CHECKLIST

The following must be submitted with proposal:

- Cover page, completed and signed by an authorized representative.
- Addenda acknowledged per Item 2 on Bid Proposal Form, or signed and submitted with modified pricing.
- List of business/trade references within the past three years of comparable size and scope contracts.
- Bid Proposal Form (Pricing Page)
- All delivery costs are INCLUDED in Grand Total.

Name and Title of Authorized Rep (Printed)

Signature

Date

Please provide trade / business reference details below:

REFERENCE #1:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Fax _____
Date contract completed _____ Email _____

REFERENCE #2:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Fax _____
Date contract completed _____ Email _____

REFERENCE #3:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Fax _____
Date contract completed _____ Email _____

REFERENCE #4:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Fax _____
Date contract completed _____ Email _____

REFERENCE #5:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Fax _____
Date contract completed _____ Email _____

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

BID PROPOSALS

Bid proposals are to be submitted in a sealed envelope and clearly marked on the outside "BID #2020-14" 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

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.

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 prebidding 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.

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.

Garage Keepers / Shop Keepers Liability:

The coverage should be primary and include physical damage coverage to the equipment while in the facility.

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

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.