



The City of Danbury, CT

Sealed Bid Request

BID TITLE: Bid #08-22-23-02 "Water System Filter Treatment – Margerie Treatment Plant"

DATE BID OPENING: Thursday, September 1, 2022

TIME: 10:00 AM

LOCATION: Purchasing Department, City Hall, 155 Deer Hill Avenue, Danbury, CT 06810

Bid Bond or Certified Check required with bid: 5% Performance Bond required if awarded bid: **Not Applicable**

The City of Danbury reserves the right to accept or reject any or all bids or any portion thereof, to waive technicalities, and to award the contract as deemed to best serve the public interest.

Omit State and Federal Taxes

All prices must be FOB Destination (Danbury, CT) unless otherwise specified

Dated in Danbury: August 2, 2022

Purchasing Agent \_\_\_\_\_

Charles J. Volpe, Jr.

Pursuant to and in accordance with the Invitation to Bid, General Information for Bidders, and specifications relating thereto, the undersigned hereby offers to furnish all materials, labor, equipment, tools, supplies and other facilities and means necessary or proper for the rehabilitation of water treatment filters at the Margerie Lake Treatment Plant on Peck Rd, Danbury, CT as described in the specifications for the prices listed below:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>TOTAL</u>
A.	Removal and Replacement of Granular Activated Carbon - Complete	\$ _____
B.	GAC Removal & Replacement Materials, Equipment and Disposal	\$ _____

Bid prices shall include a complete project per filter.

Bid Security \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ is enclosed for Item A.  
(bond, check) bid price

Company: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

\_\_\_\_\_

E-mail: \_\_\_\_\_

Submitted By (signature): \_\_\_\_\_

Payment Terms: \_\_\_\_\_

Signed By (print/type): \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

EXCEPTIONS

Page #	Paragraph	Item Description & Alternate Proposal

## REFERENCES

List Below at least five (5) references for similar projects, including all information requested. THIS PAGE MUST BE COMPLETED. If Bidders wish to keep their references confidential, this page may be removed from the bid package and submitted with the bid in a separate sealed envelope marked "REFERENCES – CONFIDENTIAL". The City of Danbury is not responsible for maintaining the confidentiality of the references unless this procedure is followed.

1) Client \_\_\_\_\_

Project Address \_\_\_\_\_

Approximate \$ Value \_\_\_\_\_ Date: Started \_\_\_\_\_ Completed \_\_\_\_\_

Contact: Name \_\_\_\_\_ Telephone # \_\_\_\_\_

2) Client \_\_\_\_\_

Project Address \_\_\_\_\_

Approximate \$ Value \_\_\_\_\_ Date: Started \_\_\_\_\_ Completed \_\_\_\_\_

Contact: Name \_\_\_\_\_ Telephone # \_\_\_\_\_

3) Client \_\_\_\_\_

Project Address \_\_\_\_\_

Approximate \$ Value \_\_\_\_\_ Date: Started \_\_\_\_\_ Completed \_\_\_\_\_

Contact: Name \_\_\_\_\_ Telephone # \_\_\_\_\_

4) Client \_\_\_\_\_

Project Address \_\_\_\_\_

Approximate \$ Value \_\_\_\_\_ Date: Started \_\_\_\_\_ Completed \_\_\_\_\_

Contact: Name \_\_\_\_\_ Telephone # \_\_\_\_\_

5) Client \_\_\_\_\_

Project Address \_\_\_\_\_

Approximate \$ Value \_\_\_\_\_ Date: Started \_\_\_\_\_ Completed \_\_\_\_\_

Contact: Name \_\_\_\_\_ Telephone # \_\_\_\_\_

\_\_\_\_\_  
Company

Bid Title \_\_\_\_\_

\_\_\_\_\_  
Street

Bid # \_\_\_\_\_

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone #

SPECIFICATIONS

PART 1 GENERAL

DESCRIPTION

- A. The City, as required to meet water quality and funding needs, shall issue work. Contract period shall be two years with options to renew for a one-year period up to three additional years.
- B. The work involves rehabilitation of water treatment filters, each measuring 16 feet by 20 feet, containing approximately 60 inches of granular activated carbon.
- C. The contractor shall fully remove and properly dispose of existing filter media (granular activated carbon, GAC), clean the filter as specified, and prepare for inspection by the owner. Special care shall be taken not to damage filter under drain nozzles.
- D. The contractor shall provide skilled labor experienced in the removal and replacement of GAC filters in drinking water treatment plants. The contractor shall furnish, install and test new filter media for filters as indicated and specified. Media shall consist of five feet of granular activated carbon (GAC) as specified.
- E. The filters shall have media removal and replacement done sequentially. One filter can be taken off line at a time.
- F. Filter receiving new carbon shall be out of service for a maximum duration of 2 calendar days during carbon removal and replacement process.
- G. Contractor shall be responsible for coordination of supplies of materials and equipment specified herein. Contractor shall coordinate all shutdowns of filters with the owner. Coordination is required during removal, replacement, startup and testing.
- H. The same supplier shall supply all filter media. The media shall be mined and processed in North America. Filter media shall be originally manufactured for the purposes described herein.
- I. All depths indicated are in a consolidated state after backwash and testing.
- J. The City shall make the final determination on the equivalence of proposed substitutes or equals.
- K. The operations of valves and equipment shall be by the owner.

STANDARDS

- A. AWWA B100-01 – Filtering Material
- B. AWWA B604-96 – Granular Activated Carbon
- C. AWWA C653-97 – Disinfection of Water Treatment Plants
- D. NSF Standard 61 – Process Media
- E. ASTM C117 – Tests for Material Finer than No. 200 Sieve in Mineral Aggregate by Washing
- F. ASTM C123 – Test for Lightweight Process in Aggregate
- G. ASTM C127 – Test for Specific Gravity and Absorption of Coarse Aggregate

SPECIFICATIONS (cont'd)

- H. ASTM C128 – Test for Specific Gravity and Absorption of Fine Aggregate
- I. ASTM C131 – Tests for Resistance to Degradation of Small-size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
- J. ASTM C136 – Test for Sieve or Screen Analysis of fine and Coarse Aggregate
- K. ASTM C535- - Test for Resistance to Degradation of Large-size Coarse Aggregate by Abrasion and Impact with the Los Angeles Machine
- L. ASTM D4607 – standard Test Method for Determination Iodine Number of Activated Carbon.
- M. All Standards shall be latest revision at time of bid.

SUBMITTAL

Contractor shall submit the following:

- A. One (1) set of hard copy or cd rom versions for each of the standards identified in STANDARDS section of this specification.
- B. Schedule of work shall be submitted to the Chief Operator for approval prior to commencement of project.
- C. An Affidavit of Compliance stating that the filter media complies with all requirements of the specifications.
- D. Test data from a licensed and recognized "independent" testing laboratory, approved by the City, detailing the following characteristics. Test data shall be submitted in the form of shop drawings to be approved prior to shipment of media to job site:
  - 1. Manufacturer's name including standards specified.
  - 2. Location of origin of raw material and location of manufacturer.
  - 3. Gradation curves.
  - 4. Date of sampling/lot number.
  - 5. Complete sieve analysis of representative samples.
  - 6. Laboratory test results for the following parameters:
    - a) Uniformity, coefficient, iodine number, effective size, moisture, apparent density, abrasion resistance, iodine number, particle size distribution, water-soluble ash and total ash.
  - 7. Submit the manufacturer's recommended backwash procedures.
- E. Detailed procedures for installation of media.
- F. Furnish copy of contractors site safety plan for removal and replacement of GAC including, but not limited to, confined space entry procedures.
- G. Provide materials safety data sheets (MSDS) to City for any products prior to delivery to site.

SPECIFICATIONS (cont'd)

DELIVERY

- A. Shipping shall be scheduled to allow the owner to sample and test actual filter media delivered.
- B. Shipping shall be scheduled to provide adequate media supply for media placement without exceeding storage area in designated staging area or specified limits on duration of work. Filter media shall not be stored in areas outside of staging area without prior approval of the owner.

RECEIVING

- A. The City has designated an area of the site for storage of filter media and the contractor shall be responsible for all equipment to unload and protect from weather. City shall not be responsible for damage or loss of materials stored by contractor.
- B. All material shall be labeled including NFPA Diamond Designation.
- C. Contractor shall place materials through hydraulic installation equipment directly into the filters from the shipping containers without discharging contents onto belt conveyors of any type.

REJECTION OF FILTER MEDIA

- A. Failure of the filter media to meet the requirements of these specifications shall constitute cause for rejection. GAC that has been rejected shall be removed from the site or filter, properly disposed of and replaced with acceptable material at no additional cost to the City.

PART 2 PRODUCTS

MANUFACTURERS

- A. Filter Media
  - 1. Filter media shall consist of GAC system as specified below.
  - 2. Manufacturer shall supply backwash data, expansion data and head loss data for media supplied.
  - 3. Manufacturers – Calgon Carbon, Norit or approved equivalent.

SPECIFICATIONS (cont'd)

GRANULAR ACTIVATED CARBON

- A. Granular Activated Carbon – Activated carbon shall be composed of a select grade of bituminous coal capable of withstanding the abrasion associated with repeated backwashing, air scouring and hydraulic transport. It shall be produced to have a high internal surface area and optimum pore size for effective adsorption of a broad range of high and low molecular-weight organic contaminants. GAC shall be Filtrasorb 816 or equal in accordance with AWWA B604-96, with the following limits on its physical properties as outlined below:

<u>Properties</u>	<u>Limits</u>	<u>ASTM</u>
Iodine Number, mg/g (minimum)	900 minimum	D4607
Effective size, mm	1.3 to 1.5	
Uniformity coefficient (maximum)	1.4 maximum	
Sieve size, larger than No. 8	15% maximum	
Sieve size, smaller than No. 16	5% maximum	
Moisture weight % (maximum)	2% maximum	
Total ash	8% maximum	
Apparent density (g/cc)	0.52 to 0.57 g/cc	
Water soluble ash	2% maximum	
Abrasion (Hardness) number, (minimum)	75 minimum	

The finished bed depth of the filter media after backwashing removal of fines and debris shall be 5 feet.

PART 3 EXECUTION

MEDIA REMOVAL

- A. General – Contractor shall perform work without damage to City's facility, existing wash water troughs, air scour system, strainers and other filter equipment. The contractor at no additional cost to the City shall repair any damage to existing filters.
- B. Existing media to be removed from each filter:
1. Approximately 5 feet depth of GAC  
 approximate – effective size = 1.3 → 1.5 minimum  
 and uniformity coefficient = 1.3
- C. Soil erosion and sediment control
1. This work shall consist of temporary control measures including berms, sediment traps, straw bales, etc. to minimize loss of GAC into sewer systems.
  2. All erosion control work shall be in accordance with "Best Management Practices" as issued by CT DEP.

SPECIFICATIONS

D. Disposition of Filter Media

1. The contractor shall complete the "Identification of Disposal Site" form (at end of technical specifications) prior to commencing any/and all work. The site of disposition of spent filter media shall be identified in the bid package. All filter media to be removed from the treatment facility shall be considered industrial waste.
2. The contractor shall be required to obtain all permits, including disposal and hauling necessary to dispose of the removed filter media at the identified site prior to media removal. Copies of permits shall be furnished to the City prior to media removal process.
3. The contractor shall employ a chain-of-custody waste manifest receipt system to record all persons and all equipment involved in removal, transportation and disposal of filter media.

The following information shall appear on or with the manifest:

- Assignment of a unique identification number for each load of filter media removed from the treatment facility.
  - Date and time material was removed from the site.
  - Transport vehicle identification number.
  - Signature of representative for the contractor at each loads pickup and removal.
  - Any change in transport vehicle between initiation and conclusion of each loads manifesting shall be accompanied by the date and time at which the responsibility was transferred, and an explanation of the circumstances of the transference with the signatures of the formerly responsible and newly responsible parties.
4. The contractor shall furnish the City with a ticket or other receipt from the disposal site for each delivery containing:
    - Name, address and phone number of the disposal site
    - Time and date of filled container arrival
    - Vehicle identification number
  5. Payment for removal and proper disposal of filter media shall be included in the unit price for each filter rehabilitation. Payment for filter media replacement will not be made until the City receives all manifests of proper disposal.
  6. Disposal of filter media shall be in full compliance with Regulations of Connecticut State Agencies, as well as Federal, State and local laws.



## SPECIFICATIONS

### INSTALLATION OF FILTER MEDIA

#### A. General

1. Contractor shall perform work without damage to City's facility, existing wash water troughs, air scour system, under drains and other filter equipment.
2. Filter cells shall be kept clean throughout placement operations. Materials made dirty in any way shall be removed and replaced with clean materials.
3. All filter material shall arrive on site and shall be off loaded and stored in the staging area indicated by City. Samples may be taken and analyzed by an independent testing laboratory at the City's expense to ensure compliance with the requirements of the project specifications.

GAC samples (one per filter) shall be collected for analysis by the contractor after media replacement. Samples shall be composite samples at multiple locations and depths and be collected in the presence of the City. GAC samples shall be tested for moisture, apparent density, particle-size distribution, abrasion resistance, iodine number, water-soluble ash, uniformity coefficient and effective size by an independent laboratory approved by the City.

Failure of the material to meet the requirements of these specifications shall constitute cause for rejection. GAC that has been rejected shall be removed from the site or filters and replaced with acceptable material at no addition cost to the City.

4. The City will provide water on site from the existing carbon replacement system located at the water treatment plant. The system was designed to provide approximately 200 gpm of water at a pressure of approximately 90 psi.
5. The contractor shall supply pumping equipment as necessary and techniques to provide safe, clean and efficient method of placing GAC filter media. Prior to arrival at job site, contractor shall determine the best probable set of parameters at which to operate the equipment under the existing conditions, identify potential problem areas that might affect the safe handling of the material or the progress of the work and notify the City promptly.
6. Contractor shall coordinate with the City during backwash of media to ensure adequate backwash rates and duration. Backwashing shall be scheduled to avoid disruption of plant operations.
7. It shall be the contractor's sole responsibility to determine the acceptability of the City's water supply to meet his flow and pressure requirements for installation and to provide necessary pumping equipment to achieve his installation needs.

#### B. Installation of GAC

1. Contractor shall provide detailed procedures for installation of media. The procedure shall include the minimum following items:
2. Prior to installation of GAC, the City will disinfect and test chlorine levels according to AWWA C6653. The entire filter up to the maximum water level shall be disinfected by chlorination. To accomplish this, sufficient chlorine shall be injected into the backwash water to produce a free chlorine residual of at least 25 mg/l throughout the filter. The chlorinated water shall be allowed to stand in the filter for a minimum of 12 hours. At the end of the 12-hour contact time, if the free residual is less than 15 mg/l, the chlorination process should be repeated. Sufficient tests should be made from both the bottom and top of the unit to ensure the residual readings measure the lowest chlorine level existing in the unit at the end of the 12-hour period. Once satisfactory residual results are obtained, the highly chlorinated water shall be discharged.

SPECIFICATIONS (cont'd)

3. In accordance with AWWA C653, all equipment used in placing the GAC into the filter must be cleaned and disinfected with a 200 mg/L chlorine solution before use. All workers shall wear rubber boots and gloves that have been previously disinfected with a 200 mg/L chlorine solution as well.
4. The GAC shall be added to the filter bed in accordance with AWWA B604.
5. The GAC shall be hydraulically added through a contractor provided eductor, to avoid dust in the filter area.
6. Prior to the addition of GAC the filter box should be filled with water equal to approximately 1/3 of the GAC filter medium volume.
7. The GAC should be directed to various locations in the filter to provide as uniform a distribution as possible. GAC should be added to the filter box to bring the carbon level to approximately 85 percent of the final volume.
8. The carbon should then be leveled by backwashing. The bed should be allowed to set for approximately 24 hours in a completely submerged condition to allow the carbon pores to fill with water.
9. After the GAC has been completely wetted, it should be backwashed at a reduced rate (<5 gpm/ft<sup>2</sup>) to remove the carbon fines. As the fines are removed and the granular medium is clearly visible, the backwash rate should be increased to provide at least 30 percent expansion for approximately 10 minutes to allow the GAC bed to thoroughly stratify by particle size. The bed should be backwashed twice to ensure that the particles are completely stratified.
10. GAC should be added with periodic backwashing until the final surface elevation is achieved after a normal backwash cycle and the bed is allowed to settle. Avoid overfilling the filter bed. The surface of GAC should not be scraped.
11. Air scour should be turned off as the water level reaches the bottom of the trough to allow air to be purged prior to overflow.
12. Disinfection – Backwashing with chlorinated backwash water will assist in controlling biological growth. Microbial testing should be conducted before placing the filter in service and shall be negative for total coliform. Samples to test for total coliform per filter shall be collected and analyzed by the City.

SPECIFICATIONS (cont'd)

TESTING

- A. Final acceptance tests shall consist of the following:
1. Each filter shall be operated in the normal filtration mode at rates of up to 3.98 gpm per square foot.
  2. Each filter shall be backwashed at rates of up to 20 gal/min per square foot. Backwash water shall be evenly distributed throughout the entire filter and shall cause uniform expansion of the media bed, without mushrooming or loss of the media in the wash water. The contractor shall be responsible for coordinating with the City the backwashing schedule and procedure. The contractor shall measure media expansion on each backwash at four representative points per filter.
  3. Water Quality Testing – Water quality testing of the filter effluent shall be completed by the City. The testing shall consist of one four-day period. The contractor shall not receive substantial completion until the filter has been satisfactorily tested for four days and achieves less than 0.1 NTU turbidity in 95 percent of samples.
  4. Submit a written report from the manufacturer detailing the results of his observations and summarizing the results of all required testing.

MANUFACTURERS' SERVICES

- The manufacturer shall provide a minimum one-day of installation observation and approval during the installation period, per filter, to verify that the media is installed in accordance with these specifications and the manufacturers standards.

## INSTRUCTIONS TO BIDDERS

Sealed bids will be received at the Office of the Purchasing Agent, 155 Deer Hill Avenue, Danbury, CT 06810 until the time and date specified on the cover sheet. Bids received later than the time specified will not be accepted. In the event of the closure of City Hall, bids will be opened on the following day that City Hall is opened. Amendments to or withdrawal of any section of the submitted bid received later than the time & date set for the bid opening will not be considered. Bid proposals must remain in effect for a minimum of 30 days unless otherwise noted elsewhere in the bid specifications.

**BID DOCUMENTS:** are available upon receipt of this invitation (if not attached) over the internet at the City's website: [www.danbury-ct.gov](http://www.danbury-ct.gov). Adobe Acrobat reader is required to view this document. If you do not have this software you may download at no cost from Adobe at <http://www.adobe.com>. Businesses without internet access may obtain a copy of the bid by contacting the Purchasing Agent's Office, City Hall, 155 Deer Hill Avenue, Danbury, CT 06810, (203) 797-4571.

**BID BONDS:** if applicable, shall be in the amount of 5% of the total bid made out in favor of the City of Danbury and issued by a Surety company acceptable to the City of Danbury, and must accompany each bid. A certified check in the same amount may be submitted in lieu of the bid bond. Bids submitted without Certified Check or Bid Bond will not be accepted. The City of Danbury will not be held liable for the accrual of interest on any check held by the City in conjunction with this bid. All checks or bid bonds will be refunded to the unsuccessful bidders after award of the bid. The deposit check or Bid Bond of the successful bidder will be held in escrow until such time as the City determines that the bidder has or will meet their obligations as stated by the bid. If the bidder fails or refuses within a reasonable time after due notice that the contract has been awarded, to execute the same, an amount representing a loss to the City by reason of such failure shall be retained and paid into the City treasury.

**REPLIES:** whether bid or no bid, must have the bid number clearly identified on the outside of the envelope. Bidders not marking the envelopes with the Bid number and date/time of opening on the envelope will have no recourse against the City of Danbury or its employees. Such bidders run the risk of the bid being opened prior to the scheduled Bid Opening time. Once opened such bids are public record. Any alleged oral agreement made by a bidder or contractor with any agency or employee of the City of Danbury will be disregarded.

**FREIGHT:** Prices quoted shall be net delivery **F.O.B. Danbury, CT**. All bid prices must include prepaid delivery, assembly, and/or installation (ready for operation and/or use) of all equipment and/or materials to the individual locations(s) as designated by the Purchasing Agent. All bid prices are to be submitted on the sheets provided for this bid. Quantities and pricing are to be listed in accordance with these sheets.

**QUESTIONS:** Request for interpretation of any portion of the bid may be made by telephone to the Purchasing Agent at 203-797-4571. All replies will be given verbally and a copy of any such inquiry and advice (if deemed vital to the bid by the Purchasing Agent) will be made available to each prospective bidder in the form of an addendum. Bidder should check the City's website for addendums/updates 48 hours prior to the bid opening.

**IDENTICAL BIDS:** In the event of receipt of identical bids as to offerings, delivery, service, content, price, etc., the bid will be awarded in accordance with the information contained in the bid document, based on first received as to date and time of receipt of the bid.

**NON-COLLUSION STATEMENTS:** In order for bids to be considered, a non-collusive statement must be submitted with the bid. A sample non-collusive bid statement is attached. Bidders may elect to submit their own notarized non-collusion statement.

**CONDITIONAL, QUALIFIED OR NON-RESPONSIVE BIDS/PROPOSALS:** All bids/proposals shall be submitted in the form and manner as indicated by the bid documents and bid forms. Any proposal which is not submitted in the form and manner indicated by the bid documents or which contains information, statements, conditions, or qualifications which place conditions or qualifications on the proposal submittal for purposes of making an award, or which alter any proposal terms, conditions, specifications, or forms, which has not been previously approved by written addendum from the Purchasing Agent, or which does not meet legal requirements, shall be declared as a qualified, conditional, or non-responsive proposal and shall be rejected without further consideration. Any proposal response that does not fully respond to and comply with all detailed specifications or requests for information, including execution of proposal forms, may be declared "non-responsive" and recommended for rejection. The City of Danbury shall not be responsible for any errors or omissions by the Offeror.

**UNBALANCED BIDS AND/OR EXCESSIVE LINE ITEM PRICES:** The City reserves the right to reject any bids in which unit prices, in the sole opinion of the City, are unbalanced. In addition, where the City has decided to make an award, it further reserves the right to non-utilize a particular line item that in the sole opinion of the City is excessively priced, and reserves the right to obtain that item from another source

**CONTRACT:** A response to an Invitation to Bid (ITB) is an offer to contract with the City of Danbury based upon the terms, conditions and specifications contained in the City's ITB. Bids do not become contract unless and until executed by the City.

**TAXES:** Omit all State and Federal taxes from the bid. The City of Danbury is exempt from the payment of taxes imposed by Federal government and/or the State of Connecticut.

**OWNERSHIP OF DOCUMENTS:** All documents, including drawings, plans, specifications, videotapes, or other documents or maps prepared by a contractor pursuant to any agreement arising from this bid shall become the property of the City of Danbury upon completion of the project or any termination of the project prior to the completion of the project.

**LEGALITY:** All bid offers for commodities, work, materials, or equipment hereunder shall comply in every respect with the laws, specifications and requirements of the State of Connecticut and the Federal government. Contractor will comply with the provisions of the Connecticut Fair Employment Practices Law.

**LANGUAGE DISPUTES:** Any disputes over the interpretation and/or meaning of any individual terms, conditions, and/or language within this Request for Bid/Proposal document shall be resolved by and at the sole discretion of the City Purchasing Agent in a manner that is in the best interest of, and best advantage to, the City of Danbury, provided any such interpretation shall be reasonable.

**RESPONSIBILITY:** The Contractor shall save the City of Danbury, its agents or employees, harmless from liability of any kind for all claims of labor payments and materials furnished for this work, and for use of any copyrighted or uncopyrighted composition, secret process patented or unpatented invention, article or application furnished or used in the performance of the contract of which the Contractor is not the patentee, assignee, or licensee. The successful bidder agrees to indemnify and hold harmless the City of Danbury, its agents and employees from any and all liability arising out of the successful bidders' operations, functions and/or supplied items.

The successful bidder, vendor, and/or contractor must protect all property of the City of Danbury (i.e. all floors, furniture, grass, land, etc.) from injury or other damage. Any damage so caused must be repaired by contractor/vendor at his/her own expense. At the completion of work, the vendor and/or contractor must remove from the premises all surplus materials and all debris created by same. The premises must be left in a broom-clean and finished condition acceptable to the owner or its agents. Successful bidder will furnish adequate protection from damage for all work and to repair damage of any kind, for which he or his workers are responsible, to the premises or equipment to his own work or to the work of other contractors.

**DEFAULT:** It shall be understood that a bidder supplying equipment and/or supplies will be considered to be in default if/when they have not delivered the item(s) within the time constraints listed in this document or subsequent purchase orders and/or contract. Bidders providing a service and/or construction will be considered to be in default if/when they have failed to meet the completion date set forth in this document or its subsequent contract and/ or purchase orders and/ or they have ceased work on the project for a period of fifteen (15) working days, cumulative or consecutive.

**TRADE NAME REFERENCES:** Any and all references to trade names, types, styles, model numbers, stock numbers or catalogs are intended to be descriptive only and not restrictive. The intention is to indicate to bidders the type and quality of the articles and or materials that will be satisfactory. When reviewing the information, it is the responsibility of the prospective bidder to inform the City of Danbury of any discrepancy that is found (i.e. number listed does not fit item description). Bids received on other makes or models with reference to other catalogs will be considered. The bidder is to clearly state in his/her bid exactly what he/she intends to furnish and to furnish with his/her bid a cut or illustration or other descriptive matter that will clearly indicate and give specification as to the product he/she proposes to furnish. Where a bid is offered on an item other than the trade standard used in the specification the item should be identified on the bid form by entering the MAKE, TRADE NAME AND MODEL NUMBER. It is understood that any substitute and/or alternate that might be offered are guaranteed by the bidder to be of equal or better quality than is referenced in the bid. The item(s) must be equivalent as to function, basic design, type and quality of material, method of construction and any required dimensions. It shall be further understood that during original as well as subsequent shipments spot checks will be performed to insure that the items received are in fact the items offered in the bid. When received, should

items/materials prove to be different from what was bid in any way, the bidder agrees to the return of the items and agrees to supply correct items (per bid specifications) at the bidders expense. In the event this return action is required, it is understood the bidder may be subject to removal from the City's approved bidder's list. Bidders are cautioned that surplus, seconds, factory rejects, floor samples, close outs or distressed items are not acceptable and shipments of substitutions, defective or shop-worn equipment will be returned for a full refund at the vendor's expense.

**QUANTITY:** The quantities and/or materials listed in the specifications/bid sheets may be increased or decreased by the City of Danbury or its designated representative based on actual need at the time the purchase orders are placed.

**QUALITY:** The City of Danbury reserves the right to reject any proposal in whole or in part offering equipment and/or materials and/or services that in its or its agent's opinion does not meet the quality standards desired. Such decision is final and not subject to further recourse by the bidder.

**SAMPLES:** forwarded by the bidder will be returned to the bidder at his request and expense. Requests for return of samples must be submitted in writing at the time the sample is given to the City of Danbury or its representative. Samples not returned to the bidder will be disposed of at the discretion of the City of Danbury or its designated representative. Large pieces of equipment submitted for evaluation and inspection are to be picked up by the bidder within 30 days of the bid opening date. The City of Danbury or its designated agent will dispose of items not picked up within 30 days.

**AWARD:** It is the intent to award this bid in its entirety to one bidder, however, the City reserves the right to award the bid line item by line item if it is deemed in its best interest to do so. In addition, bidders are advised that should budgetary constraints dictate, part, and/or all the items in this bid may be rejected. This decision shall be considered final and not subject to recourse by the bidder.

In determining the lowest or highest responsible bidder, the City reserves the right to consider, in addition to price, the compatibility, quality, cost of maintenance and availability of parts, experience and/or past performance of the bidder, sufficiency of the financial resources of the bidder as relates to the offerings as well as the ability of the bidder to provide future maintenance and service.

Documents previously submitted to the City of Danbury will not be considered as satisfying submission requirements for this bid.

No bidder can claim any contract rights by virtue of bidding alone. Awarding of the contract means actual written notice by letter and a properly executed purchase order to the bidder or bidders to whom the bid has been awarded.

**OPTION TO RENEW:** This bid, once awarded, may be extended by mutual consent for up to two (2) additional one-year periods.

**BONDS** (if applicable):

**Performance Bond:** The Contractor, when awarded the Bid, must submit within 10 days of the bid award, and before beginning the work or signing a contract, a Performance Bond amounting to one hundred percent (100%) of the total amount of the bid. Said performance bond must be in favor of the City of Danbury and executed by a surety company authorized to do business in the State of Connecticut. The City of Danbury reserves the right to retain the Bid Bond or Certified Check on bids below \$25,000.00 as a Performance Bond. On bids of \$25,000.00 or more the Performance Bond may be furnished in the following manner: Performance Bond, Surety Bond, Certified Check, Bank Check, Savings Account in both the City & Vendor's name or Letter of Credit.

**Maintenance Bond:** The contractor, upon signing a contract and before beginning the work, must submit to the Purchasing Agent a Maintenance Bond to guarantee that if defects in either labor or materials become evident within one year after completion and acceptance of work will be fixed at no cost to the City of Danbury. The maintenance bond may be included as a portion of the Performance Bond or as a separate bond. If it is issued as a separate bond said maintenance bond must be in favor of the City of Danbury and issued by a surety company licensed and authorized to do business in the State of Connecticut.

**Labor and Material Bonds:** Pursuant to Section 49-41(a) of the Connecticut General Statutes, as may be amended from time to time, a project for the construction, alteration or repair of any public building or public work, where the contract award amount is in excess of \$100,000.00, a labor (payment) and material bond in the

full amount of the contract must be furnished to the City with a surety or sureties satisfactory to the City. Said bonds shall be filed with the Purchasing Agent on or before the award date. Any such bond shall have as principal the name of the person awarded the contract.

**Consent for Release of Final Payment:** AIA Document G707 & G706, or equivalent, must be signed and returned by the Surety Company before final payment will be released to the contractor.

## **INSURANCE:**

**Certificate of Insurance:** All insurers must have an AM Best rating of A-V11 or better and admitted to do business in the State of Connecticut. All insurance policies must include a Waiver of Subrogation whereby the insured waives its right to subrogate against the City, its subsidiaries, employees, volunteers, directors and officers. Proof of proper insurance coverage, Workers Compensation Insurance, Liability and Property damage, and Vehicle Insurance shall be filed with the City of Danbury Purchasing Agent within 10 days after the award of the bid. The Certificate of Insurance must name the City of Danbury, 155 Deer Hill Avenue, Danbury, CT 06810, its subsidiaries, employees, volunteers, directors & officers as the "additional insured" and filed with the Purchasing Agent prior to commencement of work. Renewal Certificates of Insurance must be mailed to the Purchasing Agent 10 days prior to the expiration of the required coverage.

**Workman's Compensation Insurance:** The Contractor shall take out and maintain during the life of the contract adequate Workman's compensation Insurance for all the employees employed on said work. In case any class of employees or subcontractors is engaged in hazardous work under the contract at the site of the work is not protected under the Workman's Compensation statute, the contractor shall provide Workman's Compensation Insurance for the protection of employees not otherwise protected.

**Liability Insurance:** The Contractor shall take out and maintain for the life of the contract, adequate public liability insurance insuring against liability to persons not employed by him in an amount of not less than \$1,000,000.00 for injuries, wrongful death to any one person and subject to the limit for each person in an amount of not less than \$2,000,000.00 on account of one accident and property damage insurance in an amount of not less than \$1,000,000.00.

**Vehicle Insurance:** The Contractor shall take out and maintain for the life of the contract, adequate automotive/truck or other vehicle insurance with minimum coverage of \$1,000,000.00 each for both liability and under insured and uninsured motorist as well as any other coverage required by the State of Connecticut or requested by an official of the City of Danbury as relates to the contract.

**Additional Security:** The City of Danbury reserves the right to require successful bidders to enter into and such security arrangements as are deemed necessary to protect the City of Danbury, its property and goods.

**PERMITS:** The successful bidder agrees to obtain all work/building permits as might be required. The cost of obtaining such permits is the responsibility of the bidder. The City of Danbury reserves the right to waive local permit fees. In addition, it shall be understood that where property lines are to be considered, bidders are to verify said lines and measurements with proper City Officials prior to commencement of work. It is to be understood that any/all specifications and/or plans or drawings contained in or developed as a result of the bid process are and shall be presented subject to the approval of the City of Danbury planning, zoning and building officials and that awards made prior to said approval are subject to cancellation.

**PREVAILING WAGE:** When the State of Connecticut Prevailing Wage Rate is applicable to the bid, the successful bidder must submit a Certified Payroll Record prior to any request and/or invoice for payment.

## **SAFETY:**

**Machine and/or Equipment Hazard Assessment and Safety Training:** Upon delivery of machines and/or equipment, suppliers are required to provide to the end-user employees, at no additional charge, a training session, which will emphasize hazard awareness and assessment and the safe use of such machinery/equipment.

**Occupational Safety and Health Act of 1970:** Seller shall warrant that the machinery, equipment or other materials covered hereby shall upon delivery to the City of Danbury, be in compliance with the standards required by said Act and any updates as pertain to or reference said Act as well as the standards required by comparable State and local laws, if any, for such machinery, equipment or other materials in effect at the time of delivery.

**Machines and/or Equipment Lockout/Tag out:** In an effort to comply with OSHA's final rule on the control of hazardous energy sources, vendors must warrant that any and all machines and/or equipment as is covered under this bid will be supplied and/or installed equipped with lockout/tag out devices as prescribed by OSHA.

**Toxic Substance Control Act (PL94-469):** Seller warrants that each and every chemical substance constituting or contained in the products sold or otherwise transferred to the City of Danbury under this bid and subsequent purchase orders is not on the list of prohibited chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to Act PL94-469 and are otherwise in compliance with said Act.

**Hazardous Materials:** Any materials required by this bid and subsequent purchase orders that are hazardous under federal, state, or local statute, ordinance, regulation, or agency order will be packaged, labeled, marked and shipped by the seller to comply with all federal, state and local regulations then in effect including but limited to the provisions of the Hazardous Materials Transportation Act and Regulations promulgated there under and will further comply with any special requirements and any policies and procedures of the City of Danbury relating to the purchase of hazardous materials as might be noted on subsequent purchase orders or otherwise communicated to seller in writing.

**Material Safety Data Sheets:** Shall be provided by the Seller upon delivery to the City of Danbury of any goods having constituents listed in the following references - OSHA 1910, ACHIG Current Threshold Values, DOT HazMat Table 49, IARC Carcinogen List, National Toxicology Program Carcinogen List, and/or Radioactive Materials. These Material Safety Data Sheets must be consistent with and include information required by the OSHA Hazard Communication Standard published as 29 CFR 1910.1200, as the same may be amended or supplemented from time to time.

**Asbestos:** Bidders are advised that asbestos-containing material may be located in the boiler rooms, pipe tunnels, storage areas and various portions of City buildings. Before proceeding on any contractual work on City buildings or their interiors, it is mandatory that bidders familiarize themselves with the asbestos-containing material and that said material be considered as a health hazard and all precautionary measures according to the Ahera Rules & Regulations be observed. It is the bidder's responsibility to notify all employees and/or subcontractors of this notification.

**SUBCONTRACTORS:** The successful bidder shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of the City of Danbury or its designated agent.

**EEO:** The successful bidder shall provide any/all additionally required, affirmative action statements, fair employment plans and non-discrimination programs and statement as might be required by the City of Danbury. In connection with the execution of this bid, subsequent purchase orders and/or contracts, the seller shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin. Bidders must comply with all rules & regulations of the Department of Labor with regard to Equal Employment Opportunities as pertains to municipalities.

**TERMINATION OF CONTRACT:** Any contract entered into by the City and the successful bidder shall provide that the City may terminate the contract upon thirty (30) days notice to the bidder.

**The City of Danbury reserves the right to award or reject any or all bids, or any portion thereof, to waive technicalities, and to award the bid and/or contracts to one or more bidders submitting essentially identical proposals and, that in the City's judgment, will best serve the public interest.**

The terms and conditions of these "Instructions to Bidders" are made a part this bid.



**SAMPLE FORM**

Bid # \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ being first duly sworn, deposes and says that:

1. I am \_\_\_\_\_ of \_\_\_\_\_, the bidder that has submitted the attached request for bid for \_\_\_\_\_;
2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Danbury or any person interested in the proposed bid; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_

My commission expires \_\_\_\_\_

**SAMPLE FORM**

Bid # \_\_\_\_\_

**CONSENT OF SURETY COMPANY TO RELEASE FINAL PAYMENT**

- City
- Architect
- Contractor
- Surety
- Other

PROJECT/BID NUMBER:

TO: City of Danbury  
 Attn: Purchasing Agent  
 155 Deer Hill Avenue  
 Danbury, CT 06810

CONTRACTOR: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

In accordance with the provisions of the contract between the City of Danbury and the contractor as indicated above, the (insert name & address of Surety Co.)

\_\_\_\_\_  
 \_\_\_\_\_, SURETY COMPANY on bond of  
 (insert name & address of Contractor)  
 \_\_\_\_\_

\_\_\_\_\_, CONTRACTOR, hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the surety Company of any of its obligations to the City of Danbury as set forth in the Surety Company's bond.

Subscribed and sworn to before this  
 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 Notary Public

My commission expires \_\_\_\_\_

\_\_\_\_\_  
 Surety Company  
 \_\_\_\_\_  
 Authorized Representative's Signature  
 \_\_\_\_\_  
 Title

## BID SUBMITTAL CHECKLIST

THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH YOUR BID SUBMITTAL:

- BID COVER SHEET – WITH YOUR COMPANY INFORMATION COMPLETED
- PROPOSAL SHEET(S), IF SEPARATE FROM THE BID COVER SHEET
- EXCEPTIONS PAGE
- REFERENCES PAGE
- BID BOND
- CERTIFICATE OF INSURANCE – PLEASE REMEMBER THAT THE CITY OF DANBURY IS TO BE LISTED AS AN ADDITIONAL INSURED ON THE POLICY
- NON-COLLUSION AFFADAVIT

**PLEASE NOTE REPLIES:** whether bid or no bid, must have the bid number clearly identified on the outside of the envelope. Bidders not marking the envelopes with the Bid number and date/time of opening on the envelope will have no recourse against the City of Danbury or its employees. Such bidders run the risk of the bid being opened prior to the scheduled Bid Opening time. Once opened such bids are public record. Any alleged oral agreement made by a bidder or contractor with any agency or employee of the City of Danbury will be disregarded.