

NOTICE FOR BIDS
Heavy Duty Cab and Chassis
Town of Woodbridge
Bid # 2009-12

Bid Opening Date: May 5, 2009
Bid Opening Time: 10:00 am

Bid Opening Location: Woodbridge Town Hall
11 Meetinghouse Lane
Woodbridge, CT 06525

Bid forms and specifications may be obtained on our website at woodbridgect.org or from the Town of Woodbridge Finance Department.

Return all sealed bids to the Finance Department no later than **May 5, 2009 at 10:00a.m.** **Bids submitted after this date and time will not be accepted.** Returned bids are to be clearly marked "Heavy Duty Truck Chassis Bid Document" on the outside of the envelope.

The First Selectman or her/his designee(s) may reject any and all bids if in her/his opinion; it is in the best interest of the Town to do so. Minority/women-owned businesses are encouraged to submit a bid.

GENERAL SPECIFICATION

VEHICLE CONFIGURATION

2010 model year specified
Set back axle – truck
LH primary steering location

GENERAL SERVICE

Domiciled, USA (excluding California and carb opt-in States)
Government business segment
Dirt/sand/rock commodity
Terrain/duty: 100 percent (all) of the time, in transit, is spent on paved roads
Maximum 8 percent expected grade
Rough, maintained, concrete or asphalt pavement – most severe in-transit (between sites) road surface
Medium truck warranty
Expected front axle(s) load: 14700.0 lbs.
Expected rear drive axle(s) load: 23000.0 lbs.
Expected gross vehicle weight capacity: 37700.0 lbs.
Expected gross combination weight: 45000.0 lbs.

TRUCK SERVICE

Front plow/end dump body
Expected truck body length: 10.0ft.
Frame with 34 ¼"

ENGINE

Cum ISC-285 285 HP @ 2000 RPM, 2200 GOV, 800 LB/FT @ 1300 RPM

ELECTRONIC PARAMETERS

CUM+/IS_ idle timer shutdown, 5 minutes
CUM+/IS_idle timer shutdown
Low idle adjust – yes
Cruise control set speed save –no
Cruise control auto resume –no
Cruise control enable –yes
Gear down protection enable –no
Idle timer shutdown PTO mode –no
Cummins PTO throttle override enable
Cummins PTO brake override enable
Cummins PO clutch override enable
One (1) remote PTO set speed
PTO/remote PTO –yes
Engine brake w/service brake-CUM-N
Automatic engine brake in cruise –no
Vehicle Speed Sensor anti-tampering –yes
Cummins maintenance monitor –enable
Cummins maintenance monitor type –auto
Remote throttle – Cummins – disable
Powertrain protection – disable

ENGINE EQUIPMENT

Engine mounted oil check and fill
One piece valve cover
Side of hood air intake with firewall mounted Donaldson air cleaner
DR 12V 160 AMP-28-SI quadramount pad alternator
(3) alliance model 1031, group 31, 12 volt maintenance free 2280 CCA threaded stud batteries
Battery box frame mounted
Single battery box frame mounted LH side under cab
Frame ground return for battery cables
Non-polished battery box cover
No jumpstart post
Cummins 18.7 CFM compressor with internal safety valve
Steel air compressor discharge line with integral quick connect system charging valve
Electronic engine integral warning and derate protection system
C-brake by Jacobs
RH extreme outboard frame mounted vertical after treatment device with topstack
Engine after treatment device, automatic over the road regeneration and dash mounted regeneration request switch

ENGINE EQUIPMENT -Continued

11" 06" (138"+0/-5") exhaust system height
No exhaust brightwork (plain)
RH curved topstack
Stainless steel after treatment device/muffler/tailpipe shield
Horton drivemaster on/off fan drive
Automatic fan control without dash switch, non engine mounted
Cummins spin on fuel filter
Primer pump on fuel water separator
Combination full flow/by-pass oil filter
1000 square inch aluminum radiator
Antifreeze to -34F, ethylene glycol pre-charged SCA heavy duty coolant
Gates blue stripe coolant hoses
Constant tension hose clamps for coolant hoses
Radiator draincock
No radiator/oil pan guard
Phillips-temro 1000 watt / 115 volt block heater
Black plastic engine heater receptacle mounted under LH door
Aluminum flywheel housing
Electric grid air intake warmer
Delco 12V 38MT HD starter with integrated magnetic switch

TRANSMISSION

Allison 3500 RDS Automatic transmission with PTO Provision

TRANSMISSION EQUIPMENT

Transmission prognostics – disable (n/a)
WTEC Calibration -5 speed RDS
Chelsea 277 series customer installed PTO
PTO mounting, LH side of main transmission
Magnetic plugs, engine drain, transmission drain, axle(s) fill and drain
Electronic control, push button dash mounted
Water to oil transmission cooler, frame mounted
No auxiliary oil cooler
Transmission oil check and fill by dip stick

FRONT AXLE AND EQUIPMENT

MFS-16-143A 16,000# FL1 single front axle
Meritor 16.5x6 Q+ cast spider cam front brakes, double anchor, fabricated shoes
Non-asbestos front brake lining
Conmet cast iron front brake drums
Front brake dust shields
Chicago rawhide Scotseal Plus XL front oil seals
Vented front hub caps – oil
Standard spindle nuts for all axles
Meritor automatic front slack adjusters
TRW TAS-85 power steering
Power steering pump
2-quart see through power steering reservoir

FRONT SUSPENSION

16,000# flat leaf front suspension
Graphite bronze bushings with seals – front suspension
Front shock absorbers

REAR AXLE AND EQUIPMENT

RS-23-240 23,000# R-Series 2-speed single rear axle
6.14/8.38 rear axle ratio
Iron rear axle carrier with standard axle housing
17N Meritor main driveline with full round yokes
Castrol transynd synthetic automatic transmission oil and Mobil synthetic 75W-90W all axles
Meritor 16.5x7Q+ cast spider cam rear brakes, double anchor, fabricated shoes
Non-asbestos rear brake lining
Brake cams and chambers on rear side of drive axle(s)
Conmet cast iron rear brake drums
Rear brake dust shields
Chicago rawhide Scotseal Plus XL rear oil seals
Haldex Goldseal Longstroke 1-drive axle spring parking chambers
Meritor automatic rear slack adjusters
Electric over air control with indicator lamp for 2-speed rear axle
Low range 2-speed default with ignition off
Air shifter for 2-speed rear axle

REAR SUSPENSION

30,000# flat leaf spring rear suspension with helper and radius rod
Spring suspension – no axle spacers
Standard u-bolt pad
Fore/AFT control rods

BRAKE SYSTEM

Air brake package
WABCO 4S/4M ABS with traction control
Reinforced nylon, fabric braid and wire braid chassis air lines
Fiber braid parking brake hose
Standard brake system valves
Relay valve with 5-8 PSI crack pressure, no rear proportioning valve
Meritor WABO system saver 1200-heated air dryer with pressure control valve
Steel air brake reservoirs
BW DV-2 auto drain valve without heater on all tank(s)

WHEELBASE AND FRAME

4025MM (158") wheelbase
11/32"x3-1/2"x10-15/16" steel frame (8.73MMx277.8MM/.344"x10.94") 120KSI
1000MM (39") rear frame overhang
Frame overhand range: 31-inches to 40-inches
24-inches iintegral 180MM "L" front frame extension
Undersling crossmember
Square end of frame
Front closing crossmember
Standard MDSHIP #1 crossmember(s)
Standard rearmost crossmember
Standard suspension corssmember

CHASSIS EQUIPMENT

12" painted steel bumper –HD ¼"
No front tow hooks
Bumper mounting for single license plate
No mudflap brackets
No rear mudflaps
Clear frame rails from back of cab to front rear suspension bracket, both rails outboard
Huck-spin round collar chassis fasteners

FUEL TANKS

50 gallon/189 liter aluminum fuel tank –RH
No LH fuel tank
Plain aluminum/painted steel fuel/hydraulic tank(s) with painted bands
Fuel tank(s) forward
Plain step finish
Fuel tank cap(s)
Alliance fuel filter/water separator with heated bowl
Reinforced nylon fuel hose
No fuel cooler

TIRES

12R22.5 16 ply radial front tires
Goodyear G149 12R22.5 16 ply radial front tires
12R22.5 16 ply radial rear tires
Goodyear G244 MSD 12R22.5 16 ply radial rear tires

HUBS

Conmet pre-set bearing iron front hubs
Conmet pre-set bearing iron rear hubs

WHEELS

Accuride 28828 22.5x8.25 10-hub pilot 2-hand HD steel disc front wheels
Accuride 28828 22.5x8.25 10-hub pilot 2-hand HD steel disc rear wheels

CAB EXTERIOR

106" BBC flat roof aluminum conventional cab
Air cab mounts
LH and RH grab handles
Stationary grille
Fiberglass hood
Dual air horns roof mounted
Single electric horn
Dual horn shields
Door locks and ignition switch keyed the same
Halogen headlights
LED marker lights
Integral stop/tail/backup lights
Standard front signal lamps
Dual west coast bright finish heated mirrors
Door mounted mirrors
102" equipment width
LH and RH 8" bright finish convex mirrors mounted under primary mirrors

CAB EXTERIOR - continued

Standard side/rear reflectors
Composite exterior sun visor
Door glass LH and RH with wing windows
Manual door window regulators
Tinted windshield
8-liter windshield washer reservoir without fluid level indicator

CAB INTERIOR

Opal gray vinyl interior
Molded plastic door panel with aluminum kickplate lower door
Gray vinyl mats with insulation
Forward roof mounted console with upper storage compartments without netting
In dash storage bin
Gray/charcoal flat dash
5-pound fire extinguisher
Heater, defroster and air conditioner
Standard HVAC ducting
Main HVAC controls with recirculation switch
Standard heater plumbing with ball shutoff valves
Heavy duty air conditioner compressor
Binary control R-134A
Cab insulation
Solid-State circuit protection and fuses
12V negative ground electrical system
Dome door activated LH, dual reading lights, forward cab roof
Cab door latches with manual door locks
Triangular reflectors with flares
Bostrom Talladega 910 high back air suspension driver seat
High back non-suspension passenger seat
LH and RH integral door panel armrests
Black Cordura plus cloth driver seat cover
Black Cordura plus cloth passenger seat cover
3-point fixed D-Ring retractor driver and passenger seat belts
4-spoke 18" (450mm) steering wheel with tilt steering
Driver and passenger interior sun visors

INSTRUMENTS & CONTROLS

Black guage bezels

Gray driver instrument panel

Gray center instrument panel

Low air pressure light and buzzer

2-inch primary and secondary air pressure gauges

Intake mounted air restriction indicator without graduations

Electronic cruise control with switches in LH switch panel

Key operated ignition switch and integral start position: 4 position off/run/start/accessory

Odometer/trip/hour/diagnostic/voltage display:

Diagnostic interface connector, 9 pin, SAE:J1587/1708/1939, located below dash

2-inch electric fuel gauge

Programmable RPM control – electronic engine

Electrical engine coolant temperature gauge

Transmission oil temperature indicator light

Engine and trip hour meters integral within driver display

Customer furnished and installed PTO controls

Electric engine oil pressure gauge

Overhead instrument panel

AM/FM/WB radio

Dash mounted radio

Two (2) radio speakers in cab

Power and ground wiring provision

Roof/overhead console CB radio provision with face plate

Multi-band AM/FM/WB/CB LH mirror mounted antenna system

Electronic MPH speedometer with secondary KPH scale, without odometer

Electronic 3000 RPM tachometer

Idle limiter, electronic engine

Four (4) extra switches in dash with indicator lamp and wire to chassis at back of cab/sleeper.

Digital voltage display integral with driver display

Single electric windshield wiper motor with delay and arctic type blades

Marker light/headlight switch with separate interrupter for clearance lights

Self canceling turn signal switch with dimmer, washer/wiper and hazard in handle

Integral electronic turn signal flasher with hazard lamps overriding stop lamps

DESIGN

Paint: One solid color

COLOR

Cab color A: N6389EA Omaha Orange Elite SS

Black, high solids polyurethane chassis paint

Vendor white front wheels/rims

Vendor white rear wheels/rims

Bumper paint: FP24812 Argent Silver Dupont Flex

SECONDARY FACTORY OPTIONS

Dealer accepts responsibility for in-service PDI inspection

OTHER

If vendor deviates from this bid specification requirements, vendor must note the difference and provide a detailed description of what is being submitted. Any deviation from this bid specification should be of equal or greater quality.

MANUALS

All vehicle operating and service manuals and/or CD's to be included as part of this package.

~End of General Specification~

INSTRUCTIONS TO BIDDERS

All bidders shall observe the following instructions and specifications:

1. PROPOSAL COMPLIANCE

Bids shall be submitted on the enclosed forms. Incomplete forms may be cause for disqualification of the bid. Bids must be signed by the authorized representative/officer/agent of the bidder.

The Town of Woodbridge shall be the sole judge as to whether any bid complies with these specifications, and such a decision shall be final and conclusive. Bidders shall state any exceptions taken to the bid specifications.

2. BID RETURN ENVELOPE

All bids shall be submitted in sealed, opaque envelopes clearly labeled with the name of the bidder, his address, and the words "BID DOCUMENTS". Please clearly mark your envelope with the bid title and opening date to prevent opening of a sealed bid prior to the opening date. Proposals submitted in unmarked envelopes which are opened by the Town in its normal course of business will not be accepted. If time permits, the proposals will be returned to the bidder informing them that the proposal may be resubmitted in a sealed envelope properly marked as indicated above. The town will not be held responsible for those bids lost in the mail.

3. BID PROPOSAL/PRICE

Each bid must be submitted on the prescribed form and all blank spaces for bid prices must be filled in ink or typewritten in either words or figures. Bid prices shall include all labor, materials and equipment necessary to complete the work in accordance with the contract documents or these specifications and instructions. All prices must be NET, F.O.B. to the Town of Woodbridge, 11 Meetinghouse Lane, Woodbridge, Connecticut unless otherwise indicated. Bidders may quote on any, some or all items.

Negligence on the part of the bidder in preparing a bid confers no right of withdrawal or modification of a bid after such bid has been opened.

The Town of Woodbridge is exempt from the Connecticut sales tax, Federal excise taxes, and the provisions of the Federal Robinson-Patman Act.

4. WITHDRAWAL OF BIDS

Bids may be withdrawn personally or in writing by the bidder in time for delivery in the normal course of business prior to the time fixed for opening. Once bids are opened the prices shall remain firm for ninety (90) days after the bid opening.

5. RIGHT OF REJECTION

The Request for Proposal/bid does not necessarily contemplate an award based solely on price. The Board of Selectmen or its designee may reject or accept any and all bids in whole or in part or may waive any informality in bids received if, in its/his/her opinion, it is in the best interest of the Town to do so, for whatever reason.

6. METHOD OF AWARD—FACTORS

- A. Where more than one item is bid, the Town reserves the right to split the bid award individually or grouped if it is in the Town's best interest to purchase various vehicles or pieces of equipment bid based on the separate or grouped prices bid on the specific item(s).
- B. The delivery date may be a major factor considered in awarding a contract and may result in an award to a vendor other than the low bidder.
- C. In the event there is a discrepancy between the price written in words and in figures, the price written in words shall govern.

7. FAMILIARITY WITH LAWS, SITE CONDITIONS, AND DOCUMENTS

Each bidder is required to be familiar and comply with the terms and conditions of the specifications and all other contract documents and with all federal, state, and local laws, ordinances or regulations which in any manner relate to the furnishing of the equipment, material or services in accordance with the contract.

The submission of a bid shall be construed as an assurance that the bidder has examined all the conditions of the bid documents and specifications, and the failure of the bidder to familiarize himself with conditions related to the specifications shall in no way relieve any bidder from any obligation in respect to this bid.

8. QUALIFICATIONS OF BIDDER

The Town may make such investigation as it deems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish to the Town all such information for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by or discovered by investigation of a bidder fails to satisfy the Town that such bidder is qualified to carry out the obligations of the contract and to the work contemplated therein.

9. ERRORS, INTERPRETATIONS, AND ADDENDA

Should the bidder find any omissions, discrepancies or errors in the specifications or other contract documents or should the bidder be in doubt as to the meaning of the specifications or other contract documents, the bidder should immediately notify the Town Finance Director, who may correct, amend or clarify such documents by a written interpretation or addendum. No oral interpretation shall be made to any bidder and no oral statement of the Town or any agent or representative of the Town shall be effective to modify any of the provisions of the contract documents. The Town of Woodbridge shall have the right to request clarifications of bids submitted and hold public hearings for the consideration of the merits of any or all bidders.

10. SUBSTITUTION FOR NAMED BRANDS OR SUBCONTRACTING

Should brand name items appear in these specifications, before bidding on any item considered equal to or better than a named item, the bidder shall obtain written approval from the Finance Director for the substitution. The bidder shall not subcontract the work under this project without the written approval of the Finance Director.

11. GUARANTEE

All vehicles, equipment and materials including all parts and assemblies, if applicable, shall be guaranteed against defects in material and workmanship and shall be in accordance with specifications and adequate for its intended use. Where it is required for the vendor to repair, replace or to modify, alter, add or remove hardware, parts, components or related accessories for the purpose of insuring proper appearance, performance or operation, the same shall be done as required by the vendor until such time as acceptable performance, operation or appearance has been established. Problems that may occur shall be corrected consistent with the guarantee. The vendor shall attend to and remedy such items in a reasonable and timely manner. Appropriate logs, schedules, and reports shall be maintained by the vendor to document these items and the action taken. Warranty information, catalogues of parts, and/or instructions of use shall be provided with the bid form when appropriate; otherwise, the same shall be provided upon delivery. All warranties shall be assignable to any customer of the Town of Woodbridge or agent thereof intended to benefit from such services. These warranties shall be in addition to any remedies provided by applicable law. Bidder warrants that all goods and services furnished hereunder shall be designed, constructed and performed so as to comply with the Williams-Steiger Occupational Safety and Health Act of 1970, as

amended from time to time, and the rules, regulations and standards issued there under by any applicable governmental authority which as of the date of performance will apply to the goods and services furnished hereunder.

12. HAZARDOUS WASTE

In the event that the vehicle, equipment, or materials that are the subject of this bid involves the handling of hazardous waste and associated insurance coverages are not identified elsewhere in the bid documents, the bidder's insurance policy must provide Environmental Impairment Liability. The bidder warrants that it understands the currently known and suspected hazards to persons, property and the environment by the transport, treatment, and disposal of hazardous waste. The bidder warrants that it will perform all services hereunder in a safe, efficient and lawful manner using industry-accepted practices and in full compliance with all applicable Connecticut and federal laws and regulations.

13. INDEMNIFICATION

The bidder shall at all times indemnify and hold harmless the Town of Woodbridge and its officers, agents and employees on account of and from any and all claims, damages, losses, judgments, workers' compensation payments, litigation expenses and legal counsel fees arising out of injuries to persons (including death) or damage to property alleged to have been sustained by (a) officers, agents and employees of the Town of Woodbridge or (b) the bidder, his subcontractors or material men or (c) any other person, which injuries are alleged to have occurred on or near the work or to have been caused in whole or in part by the acts, omissions or neglect of the bidder or his subcontractor or material men or by reasons of his or their use of faulty, defective or unsuitable materials, tools, or equipment of defective design in constructing or performing under this bid. The existence of insurance shall in no way limit the scope of this indemnification. The bidder shall reimburse the Town of Woodbridge for damage to property of the Town of Woodbridge caused by the bidder, or his employees, agents, subcontractors or material men or by faulty, defective or unsuitable material or equipment used by him or them. Bidder agrees that he will indemnify and hold the Town harmless for all claims growing out of the lawful demands of subcontractors, laborers, suppliers and assignees. Bidder further agrees to assume and pay for the defense of all such claims, demands, suits, proceedings and litigation. The provisions of this paragraph shall survive the expiration or early termination of this agreement.

14. QUANTITIES

The quantities as listed are estimates. The Town is in no way obligated to purchase any set amount at any time, but will purchase as needs dictate. The estimates listed can be considered average purchases per year. The Town reserves the right to increase or decrease the quantity of each bid item at the same bid price stated on the bid form.

15. EVIDENCE OF ORDER

If notified of the acceptance of this proposal, the bidder agrees to submit evidence of having ordered the vehicle, equipment and/or material within five (5) days of the "NOTICE TO PROCEED".

16. RIGHT TO TERMINATE CONTRACT

In the event that any of the provisions of this contract are violated by the bidder or any of his subcontractors, the Town may serve written notice upon the contractor of its intention to terminate the contract. Such notices shall contain the reasons for such intention to terminate the contract and the contract shall cease and terminate within five (5) days, unless within five (5) days after the delivery of such notice upon the bidder, such violation or delay shall cease and mutually acceptable arrangements for correction are made. In the event of any such termination, the Town shall deliver notice of such termination to bidder.

The Town of Woodbridge reserves the right to cancel outstanding orders awarded against this bid after reasonable time for delivery has passed. In addition, in the event of any such cancellation, the Town of Woodbridge shall have the right to contract with the next most qualified bidder hereunder, as determined by the Town of Woodbridge, if it deems it in the best interest of the Town of Woodbridge. Notwithstanding the foregoing, the Town shall not be held to a basis of the lowest prices for which the completion of the work or the supplying of equipment or any part thereof might have been accomplished, but it shall charge the defaulting bidder and the defaulting bidder shall be liable for all sums actually paid or expenses actually incurred in effecting prompt performance hereunder. In the event the Town of Woodbridge incurs any loss, cost or expense on account of such termination or cancellation (including, without limitation, additional cost of the next most qualified bid or performing under the contract and attorneys' fees), the bidder as to whom or which the contract shall have been terminated or cancelled shall be liable to the Town of Woodbridge for such loss, cost, or expense.

17. DELIVERY

Delivery of items or commencement of project shall be within thirty (30) days of purchase order issuance or specified date scheduled in this document. The Town may establish blanket purchase orders under these specifications and require delivery on a monthly basis.

18. RISK OF LOSS

Bidders agree to bear the risk of loss, injury, or destruction of goods and material ordered herein which occurs prior to acceptance. Such loss, injury or destruction shall not release the bidder from any obligation under this bid. Delivery shall be F.O.B.

19. PAYMENT

Invoices shall be furnished to the Woodbridge Finance Director for verification and approval of the amount due the successful bidder. Final payment shall not be made until final acceptance by the Town of Woodbridge of all vehicles, equipment, materials or services. Payment shall be made within 30 days after approval and acceptance. Terms and conditions other than those stated above must be stated on bid. If a successful bidder is in default hereunder and/or the Town of Woodbridge is of the opinion that a meritorious claim exists or will exist against such bidder of the Town arising out of the negligence of such bidder, then the Town may withhold payment of any amount otherwise due and payable hereunder. Any amount so withheld may be retained by the Town for such period as it may deem advisable to protect the Town against any loss and may, after written notice to such bidder, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the Town and no person shall have any right against the Town or claim against the Town by reason of the Town's failure or refusal to withhold monies. This provision is not intended to limit or in any way prejudice any other right of the Town and no interest shall be payable by the Town on any amounts withheld under this provision.

20. EQUAL OPPORTUNITY—AFFIRMATIVE ACTION

Each bidder with ten (10) or more employees shall complete the Certificate of Bidder which is included as part of these specifications. Bidders with less than ten (10) employees should indicate this on the Certification and return it with their bid.

A signature on the form certifies that the bidder does not discriminate on the basis of race, color, sex, national origin, age or disability.

21. APPLICABLE LAW

This agreement shall be construed in accordance with the laws of the state of Connecticut and any action at law in connection herewith shall be brought in Connecticut state courts.

22. REQUIRED PROVISIONS

Each and every provision and clause required by law to be inserted in this agreement shall be deemed to be inserted herein and the agreement shall be read and enforced as though such provisions and clauses were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then, upon the written consent of the parties, this agreement shall forthwith be physically amended to make such insertion.

23. GENERAL

A successful bidder may be required to furnish a performance bond accepted to Town Counsel.

Any unit furnished because of this bid is to be a new and unused model currently in production. Accessories necessary for its proper functioning on delivery are assumed to be included in the quote even though not necessarily mentioned in the specifications. All assemblies, sub-assemblies, and component parts for all units specified are to be standard and interchangeable except where noted.

The award of any contract hereunder is subject to the following conditions and contingencies:

- a) The approval of such governmental agencies as may be required by law;
- b) The appropriation of adequate funds by the proper agencies or governmental bodies;
- c) If the bidder is a corporation or other legal business entity, it must have a current license to do business in the state of Connecticut that is on file with the Connecticut Secretary of the State or it must be organized and in good standing under the laws of the State of Connecticut.

24. CONFLICTING PROVISIONS

If any of the provisions hereunder conflict with the provisions of any specifications attached hereto or issued in connection herewith, the contractual provisions of these instructions shall control. Notwithstanding the foregoing, the Town of Woodbridge reserves the right to issue written clarification regarding resolution of any conflicting provisions, in which event such written clarification shall control.

25. INSURANCE REQUIREMENTS

The contractor agrees to carry and provide evidence of insurance coverage listed below. Coverage must be written with insurance companies licensed in the State of Connecticut and approved by the Town of Woodbridge. The insurance company writing coverage must have at least a B+ rating by Best & Company. All policies will provide a thirty- (30) day notice of cancellation to the Town of Woodbridge.

- 1. Workers Compensation:
 - Coverage A: Statutory
 - Coverage B:
 - Employers Liability:
 - Bodily injury by accident \$100,000 per person
 - Bodily injury by disease \$100,000 per person
 - Bodily injury by disease \$500,000 aggregate

All states and voluntary compensation endorsements

- 2. Comprehensive General Liability
 - Limits of liability
 - Bodily injury \$1,000,000 each occurrence
 - \$5,000,000 aggregate
 - Property Damage \$1,000,000 each occurrence
 - \$5,000,000 aggregate

Coverage:

Premises/independent contractors/contractual/completed operations.

Contractual liability will be broad form.

Comprehensive broad form liability endorsement including broad form property damage liability.

Town of Woodbridge to be named as additionally named insured.

Certificates of insurance will be presented to the Public Works office for approval before the contractor, his agents, or employees commencing any work whatsoever pursuant to the contract.

Certification of Bidder

Concerning Equal Employment Opportunities and/or
Affirmative Action Policy

I/we, the bidder, certify that:

- 1) I/we comply with the equal opportunity clause as set forth in the Connecticut state law.
- 2 I/we do not maintain segregated facilities;
3. I/we have filed all required employer's information reports;
4. I/we list job openings with federal and state employment services;
5. I/we are in compliance with the American with Disabilities Act;
6. I/we (check one):
 Have an affirmative action program, or
 Employ ten or fewer people

Bidder-Company Name

Name

Title

Signature

Date

**TOWN OF WOODBRIDGE, CONNECTICUT
GENERAL CONDITIONS & BID SPECIFICATONS**

REFERENCE SHEET LISTING

Please provide a minimum of three (3) municipal references including community, contact person and telephone number.

DELINQUENT TAX AFFIDAVIT

This Affidavit must be completed, notarized and attached to your Bid Proposal. Failure to do so may result in the rejection of your Bid.

City/Town

Woodbridge

Description of Project: _____

I, _____, acting on behalf of
(Name of Party Signing Affidavit)

_____ of which I

(person, firm, association, corporation, or organization
am _____, submitting a bid/request for proposal for the above project, certify
(Title of Person)

and affirm the following:

- 1. the undersigned, certifies that neither the above-captioned entity, nor individually, owes delinquent taxes or any other financial obligation to the Town;
- 2. the undersigned has (check one)
 - _____ (a) filed a list of taxable personal property with the assessor for the most recent grand list as required by state statute, or
 - _____ (b) is not required to file such list

To the best of my knowledge and belief no affiliated entity of the undersigned, either directly or through a lease agreement, owes taxes to the Town;

To the best of my knowledge and belief the following are the names of all persons who are owners or officers of the undersigned.

(attach additional sheets if necessary)

False statements made herein may be the subject of criminal prosecution.

Name of Corporation or Firm

Signature and Title of Official Making the Affidavit

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public/Commission of the Superior Court

My Commission Expires: _____

CERTIFICATE OF CORPORATION

I, _____, certify that I am the _____ of the Corporation named in the foregoing instrument: That I have been duly authorized to affix the seal of the Corporation to such papers as require the seal; that _____, who signed said instrument on behalf of the Corporation, was then _____ of said Corporation; that said instrument was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal)

Signature of Person Certifying

**Request for Taxpayer
Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type
See specific instructions on page 2.

Name (as reported on your income tax return)

Business name, if different from above

Check appropriate box: Individual/ Sole proprietor Corporation Partnership Other ▶ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

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or

Employer identification number

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Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding,
- or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- an individual who is a citizen or resident of the United States,
- a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- any estate (other than a foreign estate) or trust. See Regulation section 301.7701-6(a) for additional information.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

NON COLLUSION AFFIDAVIT

This Affidavit must be completed, notarized and attached to your Bid Proposal. Failure to do so will result in the rejection of your Bid. A separate Affidavit must be submitted by each principal of a Joint Venture.

City/Town

Woodbridge

Description of Project: _____

I, _____, acting in behalf of

(Name of Party Signing Affidavit)

(person, firm, association, corporation, or organization)

of which I am _____, submitting a bid/request for proposal for the above project, certify and affirm that

(Title of Person)

the _____ has neither directly or indirectly entered into any agreements,
(person, firm, association, corporation, or organization)

participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with such bid.

False statements made herein may be the subject of criminal prosecution.

Name of Corporation or Firm

Signature and Title of Official Making the Affidavit

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public/Commission of the Superior Court

My Commission Expires: _____

CERTIFICATE OF CORPORATION

I, _____, certify that I am the _____ of the Corporation named in the foregoing instrument: That I have been duly authorized to affix the seal of the Corporation to such papers as require the seal; that _____, who signed said instrument on behalf of the Corporation, was then _____ of said Corporation; that said instrument was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal) _____

