

LEGAL NOTICE
INVITATION FOR BIDS
BID # 254
SIDEWALK IMPROVEMENTS – 319 – 321 NEW BRITAIN AVENUE

Sealed BIDS for the replacement of sidewalks located outside the Senior, Community Center and Police Station at 319-321 New Britain Avenue, Unionville, CT will be accepted by the Finance Department, Farmington Town Hall, 1 Monteith Drive, Farmington, Connecticut 06032, until 11:00 a.m., on Tuesday, October 25, 2016 at which time said bids will be publicly opened and read aloud.

BID documents may be obtained at the Farmington Town Hall Finance Office, 1 Monteith Dr., Farmington, CT., Monday through Friday excluding holidays, between the hours of 8:30 a.m. and 4:30 p.m. Bidders must obtain bid documents directly from the Farmington Finance Department or on the Farmington Town Website (www.farmington-ct.org) in order to be eligible to bid on this project.

The Town reserves the right to reject any or all BIDS, in whole or in part, to award any item, group of items or the total BID, and to waive any or all technical defects, if it is deemed by the Town to be in its best interest to do so.

The successful BIDDER is required to comply with the provisions of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, Executive Orders 3, 17, 11246, 11375, 1147, and if applicable, the Connecticut Fair Employment Practice Law.

There will be a mandatory pre-bid meeting at the site at 10 a.m. on Friday, October 14, 2016. Prospective bidders must attend this meeting in order to be eligible to bid.

The Town of Farmington is An Affirmative Action/Equal Opportunity Employer. Minority/Woman Business Enterprises are encouraged to apply.

Facsimile and e-mail BIDS will not be accepted.

TOWN OF FARMINGTON, CT
BID # 254
SIDEWALK IMPROVEMENTS – 319 – 321 NEW BRITAIN AVENUE

INSTRUCTIONS TO BIDDERS

INTENT:

The intent of these specifications is to contract with a vendor to replace the sidewalk located outside the Senior and Community Center at 319- 321 New Britain Avenue, Unionville, CT. All Bidders shall observe the following instructions and specifications:

I. GENERAL PROVISIONS

1. Place of Bid Submission and Opening

Finance Department, Farmington Town Hall, One Monteith Drive, Farmington, Connecticut, 06032. Bids not received at the specified location will be rejected.

2. Time of Bid Opening

11:00 a.m. on Tuesday, October 25, 2016. Bids not received prior to the specified date and time will be rejected. Bids maybe withdrawn at any time prior to the time of the Bid Opening. After the bid opening, bids may not be withdrawn until 90 days after bid opening, if the Town has not made an award.

3. Bid Return Envelope

Please clearly mark your envelope with the bid title and opening date to prevent a sealed bid from being opened prior to the opening date. Any bid not so marked and opened by the Town prior to date specified shall be rejected. The following forms must be submitted with the bid:

- A. Bid Cost Proposal Form
- B. Performance Bond in favor of the Town of Farmington for all work.
- C. Non-Collusive Bidding Certification
- D. Local Vendor Preference Affidavit (only if Farmington Business)
- E. Affirmative Action Statement
- F. References

Each BID shall be accompanied by a certified check, bid bond, treasurer's check or cashier's check issued by a responsible bank, trust or surety company made payable to the Town of Farmington in an amount equal to ten percent (10%) of the Bidder's BID.

Within (5) days after the date of the BID OPENING, the TOWN will return the BID GUARANTEES of all BIDDERS except the three-(3) lowest responsible, qualified bidders. After the CONTRACT is awarded, the BID GUARANTEES of the two (2) remaining unsuccessful BIDDERS will be returned. The BID

GUARANTEE of the successful BIDDER shall be retained until the CONTRACT, including the PAYMENT BOND, PERFORMANCE BOND and certificates of insurance have been submitted and approved, after which the BID GUARANTEE will be returned.

The Town will not accept bid proposals submitted by fax or e-mail.

4. Basis of Award

The contract arising from this bid shall be awarded to the lowest qualified Bidder(s). Qualifications shall include the ability of the bidder to perform the services requested herein. Bidder shall have demonstrated experience in the completion of at least three (3) or more similar projects within the last five-year period. Bidders must provide the names and locations of three (3) completed projects of a similar scope to this project with a contact person's name and telephone number as part of the bid evaluation.

5. Notice of Award

The Town will give notice of acceptance of bid to the successful bidder by mail to bidder's address stated in Bid. Contractor shall start work under this contract and shall continue to completion with all practical dispatch and regularity. The Contractor agrees to begin work within ten (10) days of the date on which he receives a written notice from the Town to proceed and he shall complete the project within the stipulated contract time-period.

6. Award of Contract

The Town reserves the right to reject any and all Bids, or any part of any bid, for any reason the Town deems advisable, and to award Contract or Contracts to any of Contractors bidding regardless of amount of Bid. It is intended that Contract or Contracts will be awarded to the lowest responsible and eligible Bidder possessing skill and ability to perform the work, provided the times stated by Bidder in schedule of prices in proposals for starting and completing work is deemed advantageous to the Town's interest.

Within 10 days of receiving properly executed Performance Bond and all other required documents executed by the designated lowest responsible qualified BIDDER, the Town shall sign the CONTRACT and return to said BIDDER an executed duplicate.

7. Scope of Work Change

The Town reserves the right to change the scope of the project for any reason, before or after the bid is awarded without penalty to the Town.

8. Substitution for Named Brands

Should brand name items appear in this bid, before bidding on any item considered equal to or better than a named item, the bidder shall obtain written approval from the Town.

9. Prices, Discounts, Taxes, Payment

Prices bid shall not include any Federal, State or local taxes, as the Town is not liable. In addition to the prices bid, each bidder may quote binding discounts, which will be considered in making the award.

10. Time of Completion

The length of time to complete the project will be 40 calendar days from date of written notice to proceed (date of Purchase order). Contractor will be penalized liquidated damages of \$100.00 per day for each calendar day thereafter that work is not fully completed.

11. Delays

Delays for completion of work shall only be authorized by the Town. All delays authorized by the Town shall be in writing. Delays due to the vendor's inability to complete the work for reasons other than weather shall not be considered as authorized.

12. Assignment of Contract

Contractor(s) shall not sublet, sell, transfer, assign or otherwise dispose of contract or any portion thereon or of his right, title or interest therein, of his obligations there under, without the written consent of the Town.

13. Acceptance of Subcontractor

Submission of name of Subcontractor in Bid shall be deemed to constitute an acceptance by Contractor, if awarded Contract, of such subcontractor. Any alteration therein, after award of Contract, shall be subject to the approval of the Town.

14. Basis of Payment

Payment for work performed will be on a lump sum basis within 30 days after completion of the project and acceptance of the work by the Town. It is the intention of the Town to retain \$500.00 or 2.5% of the total payment due (whichever is less). This amount will be released to the Contractor at the end of the Guarantee period in accordance with Item 24 Guarantee.

15. Payments for Extra Work

Written notice of claims for payments for extra work shall be given by Contractor within ten (10) days after receipt of instructions from the Town to proceed with extra work and also before any work is commenced except in an emergency endangering life or property. No claim shall be valid unless so made. In all cases, Contractor's itemized estimate sheet showing all labor and material shall be submitted to the Town. Any order for extra work shall specify an extension of contract time, if necessary.

16. Insurance

The Contractor shall procure and maintain at its own expense the following insurance: (See Appendix I for a more detailed explanation of the Town’s Insurance and Indemnification requirements).

Workers’ Compensation-Statutory Limits
Employer’s Liability \$100,000/\$500,000/\$100,000

Commercial General Liability
Bodily and Personal Liability & Property Damage
\$1,000,000 per occurrence
\$2,000,000 Annual Aggregate
\$1,000,000 Property Damage
Products and Completed Operation Hazard must be included
Comprehensive Auto Liability
Including Coverage of Owned, Non-Owned & Rented Vehicles
\$1,000,000 per occurrence

Excess Liability (Umbrella)
\$1,000,000 per occurrence

All insurance shall be evidenced by a certificate of insurance showing the Contractors insurance is in full force and the carrier shall notify the Town that the policies shall not be canceled with less than 30 days written notice to the Contractor and the Town.

It is the responsibility of the Contractor and his insuring agent to provide the Town with current certificates of insurance throughout the contract period, keeping the required limits in full force and effect. The Town of Farmington reserves the right to modify or change the requirements at any time if it is in the best interest of the Town to do so.

17. Local Bidder Preference/Local Bidder Affidavit Form

See Appendix II for Local Bidder Preference Ordinance and Appendix III for Local Bidder Affidavit Form.

18. Equal Opportunity -Affirmative Action

The successful bidder is required to comply with all provisions of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, Executive Orders 3, 17, 11246, 11375, 11478 and if applicable, The Connecticut Fair Employment Practice law. See Appendix IV.

19. Questions Relating to Specifications

Any request from prospective bidders for interpretation of meaning of contract documents shall be made in writing to Director of Finance, Town of Farmington, Town Hall, One Monteith Drive, Farmington Connecticut. Requests must be

received at least seven (7) days prior to date fixed for opening of Bids to be given consideration. Interpretations will be made in the form of written Addenda to Contract Documents, which Addenda shall become a part of Contract. Not later than four (4) days prior to date fixed for opening of Bids, Addenda will be mailed to all persons who obtained Contract Documents. Failure of any bidder to receive any such Addenda shall not relieve bidder from any obligation under his Bid as submitted.

20. Site Examination

At date and time fixed for opening of Bids, it will be presumed that each Bidder has made an examination of the work to be completed under this Contract, has satisfied himself as to actual conditions, requirements, and quantities of work and has read and become thoroughly familiar with Contract Documents including Specifications and Addenda.

21. Inspection of Work

Each part of detail of work shall be subject at all times to inspection by the Town, and Contractor will be held strictly to true intent of specifications in regard to quality of materials, workmanship, and diligent execution of contract. Material furnished under these specifications is subject to such inspection. The Town shall be allowed access to all parts of work and shall be furnished such information and assistance by Contractor as is required to make a complete and detailed inspection.

22. Safety

All work done and equipment used shall comply with all pertinent OSHA, Federal, State, and Local Regulations.

23. Contract Funds

Money for this contract has been provided and authorized through the Town's Capital Budget. Should funds prove insufficient, reductions in project scope will be implemented by the Town.

24. Guarantee

Upon final completion of all work under this contract, the contractor shall guarantee all work to be complete, properly installed, and free from defects (including latent defects) for a period of one year from the date of acceptance by the Town.

Within two months from the scheduled end of the Guarantee Period, the Town will conduct an inspection of the work performed under this Contract. Following the inspection, the Town shall deliver to the Contractor a list of those items requiring repair and/or replacement.

Prior and as a condition precedent to the release of any retained sums the contractor shall correct, restore, repair, replace or otherwise make good on all items contained in the Town's inspection list to the satisfaction of and at no

additional cost to the Town. An additional one-year guarantee period shall be applied to any items repaired and/or replaced during the Guarantee Period.

The one-year Guarantee Period shall be in addition to any guarantees that may apply to specific items of materials except that the Guarantee Period shall be considered to run concurrently with any other guarantee periods that may apply.

25. Bid Forms/Submission of Bids

The Town exclusively advertises and disseminates all solicitations for bids. The receipt of solicitations through any other source may result in receipt of incomplete specifications and/or addenda which could ultimately render a bid non-compliant. The Town accepts no responsibility for the receipt and/or notification of solicitations for bids through any source other than the Town.

26. Severability

If any terms or provisions of this bid shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of this bid shall remain in full force and effect.

27. Contract Termination

The Town reserves the right to terminate this contract at any time due to poor performance by the Contractor or his subcontractors. Contractor will be provided thirty (30) days' notice of unsatisfactory performance. If improvement in performance does not take place within the thirty (30) day period, the Town will terminate contract with no penalty to Town.

28. Mandatory Pre-Bid Meeting

There will be a mandatory pre-bid meeting at 10 a.m. on Friday, October 14, 2016 at the site. Bidders must attend this meeting in order to bid on this project.

TOWN OF FARMINGTON
BID # 254
SIDEWALK IMPROVEMENTS – 319 – 321 NEW BRITAIN AVENUE

TECHNICAL SPECIFICATIONS

Project Scope

The project consists of replacing the sidewalk outside the Senior and Community Center. The project will include all labor, material, grounds restoration, removal of all demolition material in a state approved method, sub surface repair as an allowance, and all incidental items to complete the project in its entirety. The contractor will supply all equipment necessary to complete the work in a safe, **OSHA approved** work manner. Upon completion of the sidewalk work, the contractor will restore the site to its original condition, including all plantings, lawns, sidewalks and finishes. **It should be noted that the building may be occupied during the project.** The contractor should make an effort to not interrupt the owner's day to day operations and provide adequate measures to protect the general public.

The Work

The contractor will supply all material, dumpsters, etc. as needed to complete the project in its entirety and in compliance with OSHA codes and safety requirements.

Remove and dispose of in a legal manner, all, underlayment, etc. to prepare the sidewalk for improvement. The contractor will promptly report any discrepancies or damaged subsurface areas for inspection and replacement.

The contractor will supply all manufactures warranties authorized by the manufactures representative. In addition, the contractor will supply a material and installation warrantee of not less than three (3) years.

Submittals and Conditions

The contractor will supply a complete submittal, of each and every material item to be supplied for the project. No materials will be accepted or paid for without prior approval, and shall not be installed until owner approves. Any item installed without approval shall be promptly removed and corrective work undertaken. The contractor will supply a work schedule, showing start and completion dates for the project. The contractor must provide day to day protection of the sidewalk and property during the project. Any damage occurred by work, regardless of location, is the contractor's responsibility. Any damage due to lack of protection or inability to manage conditions of the project will be the direct responsibility of the

contractor. Any and all costs associated with the restoration of the building due to damages by the contractor will be assessed against the project contract cost.

Allowances

Allowances and unit prices must include all costs associated with the purchase, delivery, storage, protection, installation, restoration and clean up and removal costs and any incidental items required to complete the work in its entirety.

Allowance #1

The contractor shall include in the base bid \$3000.00 for structural modifications. If during the sidewalk replacement it is found that structural materials in need of replacement or structural modifications must be made, costs will be charged to this allowance by Change Order. Costs for the Work will be negotiated on an item-by-item basis. Negotiated sums will include all costs including materials, labor, equipment, services and overhead and profit. The contract sum will be adjusted to reflect the Work done, crediting the Contract for unused portions of this allowance.

TOWN OF FARMINGTON
BID # 254
SIDEWALK IMPROVEMENTS – 319 – 321 NEW BRITAIN AVENUE
BID COST PROPOSAL FORM

BID OPENING DATE: Tuesday, October 25, 2016
TIME: 11:00 A.M.
PLACE: Farmington Town Hall, One Monteith Drive, Farmington, CT
06032

The undersigned has examined the proposed work to be undertaken and has read all of the specifications, conditions and related documents. The undersigned hereby proposes and agrees to contract with the Town of Farmington to provide the services requested for the following all inclusive prices:

Sidewalk improvement

Labor, Equipment and Material \$ _____

Proposed Start Date: _____

The right of the owner to accept any BID, to reject any or all BIDS, or to waive any informalities in BIDDING is hereby acknowledged. We certify that we are familiar with the contents of the BIDDING documents for this project and that we have examined the site and the conditions under which the work will be done.

THE BID MUST BE SIGNED BY THE BIDDER TO BE ACCEPTED

Company Name

Signature

Address

Printed Name

City, State, Zip Code

Date

Telephone

Fax

E Mail Address

All bids must be submitted in a sealed envelope. Facsimiles or emailed bids will not be accepted

APPENDIX I
TOWN OF FARMINGTON, CT
INSURANCE REQUIREMENTS

The successful bidder shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the work hereunder by the individual or the firm, his agents, representatives or employees. The cost of such insurance shall be included in the bid.

For the purpose of this clause, the term “successful bidder” shall also include the individual’s or firm’s respective officers, agents, officials, employees, interns, volunteers, boards and commissions.

A. Minimum Scope and Limits of Insurance

1. Broad Form Comprehensive General Liability

\$1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, and products/completed operations.

2. Automobile Liability

\$1,000,000 combined single limit per occurrence for bodily injury and property damage

3. Umbrella Liability

\$1,000,000 per occurrence, following form.

4. Workers’ Compensation and Employer’s Liability

Limits as required by Connecticut State Law

5. Professional Liability (if used on a claims-made basis, insurance coverage shall be maintained for the duration of the contract and for two (2) years following contract completion.)

\$1,000,000 per occurrence
\$1,000,000 aggregate

APPENDIX I (Cont.)

6. Personal Property Coverage

Adequate insurance to cover the value of personal property belonging to the vendor while located on Town property, while in use or in storage, for the duration of the contract.

B. Aggregate Limits

Any aggregate limits must be declared to and be approved by the Town. At the option of the Town, the insurer shall increase or eliminate the aggregate limit and notify the Town of any erosion of aggregate limits.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and be approved by the Town. At the option of the Town, the insurer shall reduce or eliminate such deductibles or self-insured retentions as regards the Town and the vendors shall procure a bond, which guarantees payment of the losses and related investigations claims administration and defense expenses. At no time will the Town be responsible for the payment of deductibles or self-insured retentions.

D. Notice of Cancellation or Non-renewal

Each insurance policy required by this Exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced, either in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Town.

E. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Liability (General and Automobile) Coverages:

- a. **“The Town of Farmington and its respective officers, agents, officials, employees, volunteers, boards and commissions” are to be named as additional insureds** with regards to liability arising out of activities performed by or on behalf of the vendor; products and completed operations of the vendor; premises owned, leased or used by the vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Town.

APPENDIX I (Cont.)

- b. The vendor's insurance coverage shall be the primary insurance as regards the Town. Any insurance maintained by the Town shall be in excess of the vendor's insurance and shall not contribute with it.
- c. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the Town.
- d. Coverage shall state that the vendor's insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employer's Liability Coverage

- a. The insurer shall agree to waive all rights of subrogation against the Town for losses arising from the work performed by the vendor for the Town.
- b. If State statute does not require the vendor to obtain Workers' Compensation insurance, then the vendor shall furnish the Town with adequate proof of the self-employment status. The vendor agrees to waive all rights of claims against the Town for losses arising from the work performed by the vendor. In the event that during the contract this self-employment status should change, the vendor shall immediately furnish proper notice to the Town and a certificate of insurance indicating that Workers' Compensation insurance and Employer's Liability coverage has been obtained by the vendor as required by this Exhibit.

F. Acceptability of Insurers

- 1. Insurance is to be placed with insurers which have a Best's rating of at least A.
- 2. Insurance companies must either be licensed to do business in the State of Connecticut or be deemed to be acceptable by the Town's Director of Finance.

G. Verification of Coverage

The vendor shall furnish the Town with certificates of insurance effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Director of Finance before work commences. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The Town reserves the right to require complete, certified copies of all required policies, at any time.

All insurance documents required by this Exhibit shall be mailed to the Director of Finance.

APPENDIX II

PROPOSED SUBCONTRACTORS LIST

THE BIDDER intends to utilize the following subcontractors for this project:

If none write "NONE" here: _____

	<u>NAME AND ADDRESS OF SUBCONTRACTOR:</u>	<u>DESCRIPTION OF WORK:</u>	<u>EST.VALUE</u>
1.	_____	_____	\$ _____
2.	_____	_____	\$ _____
3.	_____	_____	\$ _____
4.	_____	_____	\$ _____
5.	_____	_____	\$ _____
6.	_____	_____	\$ _____
7.	_____	_____	\$ _____
8.	_____	_____	\$ _____
9.	_____	_____	\$ _____

APPENDIX III

LOCAL VENDOR PREFERENCE

- I. 55-5 Local Vendor Preference.
- A. For all BIDS and quotes submitted for purchases not excluded by existing 55-7 (to be renumbered 55-8) exceeding two thousand five hundred dollars (\$2,500), but less than five hundred thousand dollars (\$500,000) any qualified and registered local vendor which has submitted a BID or quote not more than five (5) percent higher than the lowest qualified BID or quote will be awarded the CONTRACT or purchase order, subject to existing 55-5 (to be renumbered 55-6), so long as such local vendor agrees to provide the supplies, materials, equipment, commodities and/or services which are the subject of such CONTRACT or purchase order at the same price as the lowest qualified BID or quote received. In the event more than one local vendor submits a BID or quote not more than five (5) percent higher than the lowest qualified BID or quote, the award shall be to that local vendor originally submitting the lowest qualified BID or quote.
- B. For purposes of this section, a qualified and registered local vendor is defined as one who maintains a principal place of business located within the TOWN limits of Farmington by occupying real property in which to conduct such business or by paying ad valorem taxes on business property to the Town of Farmington. Evidence of the maintenance of such principal place of business is operated or the payment of property taxes on the personal property of the business to be used in the performance of the BID.
- C. The Town Manager shall have prepared a Local Vendor Registration form and shall have it made available to all local businesses. When such form has been properly completed and filed by a local vendor with, and approved by, the Town Purchasing Coordinator, such local vendor shall be a qualified and registered local vendor in the TOWN for the purposes of this section.
- D. This section shall not apply in any situation where the preference created by this section would violate federal or state law or any existing contracts.
- II. 55-6 Power of Town Manager.
- A. The Town Manager is empowered to award the CONTRACT to the lowest BIDDER or quoter, subject to the local vendor preference provision in new 55-5 to reject all BIDS or to negotiate further with such BIDDER or BIDDERS as he shall deem appropriate and award the CONTRACT on the basis of lowest price obtainable, provided that he shall never negotiate further with a BIDDER whose original BID price was higher than that of another BIDDER or BIDDERS without also negotiating further with all such BIDDERS whose original BID prices were lower; and provided, further, that unless the Town Manager has obtained the specific approval of the Town Council or unless he has entered into further negotiations as set forth above, he shall not award the CONTRACT to anyone other than the lowest responsible BIDDER. If the Town Manager negotiates with BIDDERS or quoters as provided above, any qualified and registered local vendor submitting an original BID or quote not more than five (5) percent higher than the lowest qualified BID or quote, shall be awarded the CONTRACT or purchase order if such local vendor is willing to meet the lowest negotiated price.
- III. 55-8 Nonapplicability to Professional Services.
- A. The provisions of this chapter shall not apply to the purchase of surety bonds and insurance or to contracts for professional services with attorneys, physicians, architects, appraisers or other professionals where the services contracted for are primarily advisory or consultant, nor shall said provisions apply to purchases made through the State of Connecticut for materials and commodities conforming to specifications of the State of Connecticut. The provisions of this chapter shall also not apply to regional or cooperative purchasing by the TOWN.

**LOCAL VENDOR REGISTRATION APPLICATION
AFFIDAVIT OF LOCAL VENDOR
FARMINGTON CODE #55-5 LOCAL VENDOR PREFERENCE**

I, _____ (Vendor name) being duly sworn, make affidavit and say that I own and operate _____ (business name), which is the bona fide principal place of business for _____ (business name).

Description of product or services provided by your business:

_____ Evidence of ownership and principal place of business is attached to this affidavit and will include:

(Check the one which applies)

- _____ 1. Copy of canceled check for payment of personal property taxes on the business to be utilized performance of the BID.
- _____ 2. Copy of long term lease of the real estate from which the principal place of business is operated.

Vendor name: _____ Telephone: _____

Address: _____ Fax: _____

City, State, Zip: _____ E-mail: _____

State of Connecticut: Farmington, CT.

County of Hartford

Personally appeared, _____ (vendor name) owner of _____ (business name), signer and sealer of the foregoing instrument and acknowledged the truth of the foregoing, before me on the ____ day of _____ in the year ____.

Vendor Signature

Date

Notary Public

My Commission Expires: _____

Seal:

Vendor is to mail or present in person to:

Mr. Joseph Swetcky
Director of Finance
Town of Farmington
One Monteith Drive
Farmington, Connecticut 06032-1053

Facsimiles will not be accepted

NON-COLLUSION AFFIDAVIT OF BIDDER

State of _____, County of _____, being first duly sworn, disposes and says that:

1. He is the owner, officer, representative or agent of:
_____, the BIDDER that has submitted the attached BID;
2. The attached BID is genuine; it is not a collusive or sham BID;
3. He is fully informed respecting the preparation and contents of, and knowledgeable of all pertinent circumstances respecting the attached BID;
4. Neither BIDDER nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, included this affidavit, has in any way clouded, 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 CONTRACT for which the attached BID has been submitted or to refrain from BIDDING in connection with any contract, or has in any manner, directly or indirectly, sought by agreement, collusion, 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 prices or the BID price of any other BIDDER, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Farmington (OWNER) or any other person interested in the proposed CONTRACT.
5. The price(s) 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 affidavit; and
6. That no elected or appointed official or other officer or employee of the Town of Farmington, whose salary or compensation is payable in whole or in part by the Town of Farmington is directly or indirectly interested in this BID, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

(Signed) _____
(Name of BIDDER)

Title

Subscribed and sworn to before me this
_____ day of _____, 2016.

Title

My Commission expires _____.

APPENDIX IV

AFFIRMATIVE ACTION STATEMENT

We hereby certify and warrant that we do not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, or physical disability including, but not limited to blindness, unless it is shown that such disability prevents performance of that which must be done to successfully fulfill their job duties or in any manner which is prohibited by the laws of the United States or the State of Connecticut; and further agree to provide the Farmington Human Relations Commission with such information requested by the Commission concerning our employment practices and procedures. We subscribe to the principles of Affirmative Action.

(Signature)

(Title)

(Date)