

**TOWN OF GUILFORD  
INVITATION TO BID  
BID #6-1819**

Abraham Baldwin Middle School HVAC Upgrades – Phase 1

- I. Invitation to Bid (Legal Notice)**
- II. General Conditions & Instructions to Bidder**
- III. Form Contract**
- IV. Non-Collusion/Non-Conflict Affidavit (submit with bid)**
- V. Affirmative Action Affidavit (submit with bid)**
- VI. Bid Proposal Form (submit with bid)**
- VII. Prevailing Wage *is applicable***
- VIII. Prequalification Certificate *and* Update (Bid) Statement, if applicable**

<b>REQUIREMENTS</b>		
1)	<b>Certificate of Insurance</b>	<u><b>X</b></u> Yes, upon bid award
2)	<b>Bid Bond/Cashier's Check (10% of Base Bid)</b>	<u><b>X</b></u> Yes (submit w/bid)
3)	<b>100% Performance Bond</b>	<u><b>X</b></u> Yes, upon bid award
4)	<b>Labor &amp; Materials Bond (a/k/a Payment Bond)</b>	<u><b>X</b></u> Yes, upon bid award
5)	<b>Vendor References</b>	<u><b>X</b></u> Yes (submit w/bid)
6)	<b>Prequalification Certificate/ Update (Bid) Statement</b>	<u><b>N/A</b></u> Yes (submit w/bid)
7)	<b>Required Statements Above</b>	<u><b>X</b></u> Yes (submit w/bid)

**I.**

**LEGAL NOTICE  
TOWN OF GUILFORD  
INVITATION TO BID #6-1819**

**Abraham Baldwin Middle School HVAC Upgrades – Phase 1**

The Town of Guilford is seeking competitive bids for the HVAC upgrades at Abraham Baldwin Middle School located at 68 Bullard Drive. Sealed Bids will be due on Thursday, May 2, 2019 at 2:00 p.m. at the Office of the First Selectman, Town Hall, Second Floor, 31 Park Street, Guilford, CT 06437, at which time they will be opened publicly. Bids received after this date and time will be rejected. Sealed Bid envelopes (including overnight packaging) should be clearly labeled with bid number and bid title.

Bid plans and specifications may be obtained at the Office of the First Selectman for a non-refundable purchase price of Sixty Dollars (\$60.00), payable by check made out to the “Town of Guilford” or by CD for non-refundable purchase price of Fifteen Dollars (\$15.00). Legal Notice and Addenda will be posted to the Town of Guilford’s website at [www.ci.guilford.ct.us](http://www.ci.guilford.ct.us) and the Department of Administrative Services procurement website.

Any questions regarding the specifications may be directed, in writing only, to Clifford Gurnham, Director of Operations at [gurnhamc@guilford.k12.ct.us](mailto:gurnhamc@guilford.k12.ct.us) with a copy to the Purchasing Department at [millmanp@ci.guilford.ct.us](mailto:millmanp@ci.guilford.ct.us).

A mandatory walk-through will be held at 2:00 p.m. on Monday, April 22, 2019 at the site. Please meet outside the front entrance.

Each bidder will be required to submit to the Office of the First Selectman, their original proposal with one (1) copy, one (1) electronic copy, and a bid bond or cashier’s check in the amount of ten percent (10%) of the base bid. Each bidder shall honor the bid price for ninety (90) business days from the date of the bid opening, without modification. Upon award of the bid, the winning bidder shall be bound by the bid proposal price throughout the contract period.

The minimum rates to be paid labor of the various classifications on this project shall be in accordance with current schedule of Prevailing Wages as established by the State of Connecticut, Department of Labor, Wage and Workplace Standards Division.

The Town of Guilford reserves the right to reject any or all bids; or to waive defects in same, if it deems such to be in the best interest of the Town.

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Matthew T. Hoey III  
First Selectman

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Publish one time only in the New Haven Register under LEGAL NOTICES on Tuesday, April 16, 2019.

## **II. GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

The general rules and conditions outlined below apply to all purchases authorized by the Town of Guilford. The conditions outlined become a formal part of each Invitation to Bid unless otherwise specified. All Bidders are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the Bidder's own risk.

The terms and conditions outlined in the Invitation to Bid become part of the formal contract following award, unless specified otherwise.

### **1. BIDDING PROCEDURE**

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material, unless otherwise stated in the Invitation to Bid. All appropriate blanks shall be completed. The signer of the bid shall initial any interlineations, alteration or erasure on the specification document. Bidders shall not change the Proposal Form nor make additional stipulations on the specifications document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 The Base Bid is the sum stated in the bid for which the Bidder offers to perform the work or provide merchandise or equipment described in the bid package as the base, to which work or materials may be added or from which work or materials may be deleted from sums stated in alternate bids.
- 1.4 Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one which limits or modifies any of the terms and conditions and/or specifications of the Invitation to Bid.
- 1.5 Alternate bids will not be considered unless specifically requested in the original bid package. An alternate bid is defined as one which is submitted in addition to the Bidder's Base Bid set forth in the Invitation to Bid. Town shall have the right to accept alternates in any order or combination, unless otherwise specifically provided in the bid documents, and to determine the low Bidder on the basis of the sum of the Base Bid and alternates accepted.
- 1.6 Unit prices will not be considered unless specifically requested in the original bid package. Unit price is defined as an amount proposed by Bidders, stated on the Proposal Form, as a price per unit of measurement for material or services added to or deducted from the base bid by appropriate modification, if estimated quantities of work required by the contract documents are increased or decreased.
- 1.7 Each bid must be legible (no pencil), include the full name, business and e-mail address, and telephone number of the Bidder and be signed in ink by the Bidder.
- 1.8 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.9 A duly authorized representative of a Bidder entity must sign the bid and any applicable bond(s) in the name of such entity. Such representative must attest that he/she is duly authorized to bind such entity or submit a corporate resolution or limited liability/partnership consent evidencing such authority.
- 1.10 Bids received after the time and date established for receiving bids will be rejected.

- 1.11 At bid opening all bids are publicly opened and received. The bids will be considered unverified and subject to further review for acceptance/disqualification. The Town shall prepare a bid summary by the Town of Guilford, which summary shall be available to all Bidders upon their request.
- 1.12 Estimated quantities may be listed as part of a bid package in order to assist Bidders, but Bidders are reminded that actual quantities ordered may vary from figures listed and the Town will not be held liable for any difference. On “as required” bids, acceptance of this bid will bind the Town to pay for, at unit price only, quantities ordered and delivered. The Town will not be required to accept delivery of any balances unordered as of the contract expiration date.
- 1.13 Bidders shall submit catalogues, descriptive literature and detailed drawings, fully detailing features, designs and construction necessary to fully describe the material or work proposed in the bid.

## **2. BIDDER’S SECURITY**

- 2.1 Bid Security, as a guarantee of good faith, in the amount of ten percent (10%) of the Base Bid and in the form of a certified check, cashier’s check, or Bidder’s bond, shall be required to be submitted with the bid package for all bids.
- 2.2 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.3 Bid security will be returned to the successful Bidder as follows:
  - 2.3.1 For bids with specified quantities for which the awarded bid package and delivery of award notice constitute the contract; upon the delivery of all equipment or merchandise (and/or performance of services, if applicable), and upon final acceptance by the Town.
  - 2.3.2 For all other contracts; upon receipt by the Town of the executed contract and applicable bonds, if any.
- 2.4 Town shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
  - 2.4.1 A contract has been executed and bonds have been furnished.
  - 2.4.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.4.3 All bids have been rejected.
- 2.5 Bid security will be forfeited to the Town as full liquidated damages, but not as a penalty, for any of the following reasons:
  - 2.5.1 If the Bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
  - 2.5.2 If the Bidder fails or refuses to enter into a contract on forms provided by the Town, and/or if the Bidder fails to provide sufficient bonds or insurance within applicable time periods set forth in the bid package.

- 2.6 The surety company executing the bond must be licensed to do business in the state, or the bond must be countersigned by a company so licensed. The bond must be signed by an official of the surety company and corporate seal must be affixed over his/her signature. Signatures of two (2) witnesses for both the principal and surety must appear on the bond, as required by law. A power of attorney for the official signing the bond for the surety company must be submitted with the bond.

### **3. CLARIFICATION OF SPECIFICATIONS/ADDENDA**

- 3.1 Bidders shall promptly notify the Purchasing Manager of any ambiguity, inconsistency or error, which they may discover upon examination of the specification documents.
- 3.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Department by **Monday, April 29, 2019 by noon**. Failure to request a clarification or interpretation within said time frame shall be deemed a waiver of the right to assert these issues and claims in the future.
- 3.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 3.4 Oral interpretations or changes to the specification documents made in any other manner, will not be binding on the Town and Bidders will not rely upon such interpretations or changes.
- 3.5 Addenda are written instruments issued by the Town prior to the bid opening date, which modify or interpret the specification document by addition, deletion, clarification or correction.
- 3.6 It is the Bidder's responsibility to check for addenda prior to submitting proposals.
- 3.7 Copies of addenda will be made available for inspection at the office of the Purchasing Department, which is located in the First Selectman's office.
- 3.8 No addenda will be issued later than 48 hours prior to the bid opening date, except addenda withdrawing the Invitation to Bid or addenda which includes postponement of the bid.
- 3.9 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the Proposal Form. It is the sole responsibility of the Bidders to monitor the Town website and DAS, if applicable, to determine if addenda have been issued.

### **4. BIDDER REPRESENTATION**

- 4.1 Each Bidder by signing and submitting a bid, represents that the Bidder has read and understands the specifications documents and all addenda, and the bid has been made in accordance therewith.
- 4.2 Each Bidder for services further represents that the Bidder has visited the site and has become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance, furnishing and completion of the services. Bidder acknowledges that it is solely responsible for investigating and satisfying itself as to all actual and existing site conditions.

- 4.3 Bidder recognizes and agrees that the Town is subject to the Freedom of Information Act of the Connecticut General Statutes and, as such, any information contained in or submitted with or in connection with Bidder's bid is subject to disclosure if required by law or otherwise. Bidder expressly waives any claims that Bidder or any of its successors and/or assigns has or may have against the Town or any of its directors, officers, employees or authorized agents as a result of any such disclosure.
- 4.4 Bidder recognizes and agrees that the Town shall have the right to inspect and audit the records of the Contractor as they pertain to this bid.

## **5. SUBSTITUTIONS**

- 5.1 Wherever in the specifications or Bid Proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing standard of required function, dimension, appearance and quality to be met by any proposed substitution.
- 5.2 No substitution will be considered prior to receipt of bids unless written request for approval has been received by Town at least by the date and time set forth in Section 3.2. It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the Town that said item is equal to, or better than, the product specified. Bidder shall identify the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The Bidder must indicate any variances by item number from the specification document. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient. Town reserves the right to approve as an equal or to reject as not being equal any article the Bidder proposes to furnish which contains major or minor variations from the specification requirements. Any deviation from the Town's specifications not previously submitted as required by the above will be grounds for rejection of the material and/or equipment.

## **6. SAMPLES**

- 6.1 When samples are required from Bidders, the samples may be retained by the Town of Guilford until the delivery of contracted items by the awarded Bidder and with respect to the rejected Bidders, upon notification of such rejection. Bidders shall be responsible for delivery and removal of samples, at Bidders' sole cost. All samples are to be marked samples and delivered to Guilford. The package must indicate the name of the Bidder, item enclosed and bid number. Failure to adequately identify samples as indicated may be considered sufficient grounds for rejection of the bid.

## **7. BID AWARD**

- 7.1 The signed bid proposal shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon receipt of proper Town authorization from the Board of Selectmen, and delivery by the Town of a notice of award letter to the winning bidder, or if applicable, execution by the Town and Bidder of a separate

contract, in the form included in the bid package, or if not included in the bid package, in a form mutually acceptable to both parties. In either case, the terms and provisions of the Town's Invitation to Bid shall be deemed incorporated into the contract. *Notwithstanding anything to the contrary stated herein, the contract shall be deemed executory only to the extent of appropriation available to each agency for the purchase of such articles/services. The Town's extended obligation on those contracts which envision extended funding, through successive fiscal periods shall be contingent upon actual appropriations for the following year. In the event that funding is not available at the time of award and/or execution of the contract and/or if the Town budget is approved for the fiscal year in which the contract is to be performed after contract execution or time of award but prior to the performance of the contract, the Town reserves the right to cancel the contract.*

- 7.2 Contracts shall be executed by the Bidder and delivered to the Town for counter-execution within five (5) business days of Town's delivery of final contracts for execution. By submitting a bid, Bidder expressly agrees that it will execute the final contract provide by the Town within five (5) business days of notice of award. If Bidder fails to execute the contract provided by the Town within the aforementioned time period, the Town may reject the bid and award to the next most responsible responsive bidder.
- 7.3 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid. Upon award of the bid, the winning bidder shall be bound by the bid proposal price throughout the contract period.
- 7.4 If two (2) or more Bidders submit identical bids and are equally qualified, the decision of the Town to make award to one (1) or more of such Bidders shall be final. Selection shall be made by drawing lots in public, unless one (1) of the bidders is a resident bidder, in which case preference shall be given to the resident bidder.
- 7.5 The contract will be awarded to the lowest responsive, qualified and responsible Bidder complying with all the provisions of the invitation, provided the bid price is reasonable and in the best interest of the Town of Guilford to accept it. The Town reserves the right to reject any or all bids. The Town specifically reserves the right to reject the low Bidder.

In determining responsibility, the following qualifications in addition to price will be considered.

- a. Compliance to the specifications, and the terms, conditions and instructions of the bid documents/quote request.
- b. The ability and capacity of the Bidder to perform the work or provide the services required.
- c. The character, integrity, reputation and experience of the Bidder.
- d. The quality and satisfaction of any previous work or services performed for the Town.
- e. The financial resources available to provide the insurance and bond requirements of the bid.

- f. The number and scope of any conditions or exceptions included in the bid or quote.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the contract, if applicable.

7.6 The Town reserves the right to reject all bids or any part of a bid or to waive defects in bids if to do so is deemed to be in the best interest of the Town. The Town reserves the right to waive irregularities and technicalities in bids, such as shall best service the requirement and interest of the Town.

## **8. TERMS OF PAYMENT**

- 8.1 Prepayment discounts for early payment are preferred. All others to be Net thirty (30) days unless otherwise specified.
- 8.2 The Town is exempt from state and local taxes.
- 8.3 A contract shall be deemed executory only to the extent of appropriation available to each agency for the purchase of such articles. The Town's extended obligation on these contracts which envision extended funding, through successive fiscal periods shall be contingent upon actual appropriations for the following year.

## **9. PERFORMANCE/LABOR AND MATERIALS BOND**

- 9.1 The successful Bidder shall supply an original performance bond and labor and materials bond in the amount of one hundred percent (100%) of the total awarded bid amount within five (5) business days of the award notification. The provisions of Section 2.6 above shall apply to the bonds required by this Section 9.1. The bonds shall remain in effect for one (1) year from the date of delivery of the bonds to the Town. Should the Town elect to renew the terms of the accepted proposal, if applicable, then the bonds shall be extended for the period of such renewal period and the performance bond shall be increased to the full amount of the revised contract price, if applicable.

## **10. INSURANCE REQUIREMENTS**

- 10.1 The successful Bidder shall, at its own expense and cost, obtain and keep in force during the duration of the work/project the insurance set forth below covering the Bidder and its agents, employees and subcontractors and other providers of services and shall name the Town of Guilford, Guilford Board of Education, Silver/Petrucelli + Associates and its employees and agents as "Additional Insureds" on a primary and non-contributory basis to the Bidder's Commercial General Liability and Automobile Liability Certificate of Insurance.



- 10.2 Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum Best's Rating of A-. In addition, all Carriers are subject to approval by the Town of Guilford.
- 10.3 The Town reserves the right to require additional coverages than those listed below, including, without limitation, Builder's Risk insurance for construction projects and Owner's Protective Liability, if desirable.
- 10.4 The required coverages are as follows:
- a. **Worker's Compensation Insurance:** (i) statutory coverage, (ii) employer's liability, (iii) \$500,000 each accident/\$500,000 disease-policy limit/\$500,000 disease each employee. (Coverage is to be extended for USL&H benefits and include coverage for Jones Act where work is adjacent to or on the water.); and (iv) waiver of subrogation shall be provided.
  - b. **Commercial General Liability** (on an occurrence basis): (i) including premises and operations, products and completed operations, personal and advertising injury, contractual liability and independent contractors, (ii) limits of liability for bodily injury and property damage each occurrence \$1,000,000, aggregate \$2,000,000 (to be applied separately to each job), and (iii) waiver of subrogation shall be provided.
  - c. **Automobile Insurance:** (i) including all owned, hired, borrowed and non-owned vehicles, (ii) limit of liability for bodily injury and property damage per accident \$1,000,000; and (iii) waiver of subrogation shall be provided.
  - d. **Excess Liability Coverage (Umbrella):** With respect to the coverage provided by firm for this Project, excess liability insurance will be provided in an amount not less than one million dollars (\$1,000,000.00) per occurrence and annual aggregate basis.

The Bidder shall provide a Certificate of Insurance to the Town within five (5) business days after receipt of notice of award. The Certificate shall specify that the Town of Guilford and Board of Education shall receive thirty (30) days advance written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the *Additional Insured* and *Waiver of Subrogation*. Notwithstanding the forgoing, in the event that any State laws or regulations require additional coverage and/or higher coverage amounts, State laws and regulations shall control.

## **11. WARRANTIES AND MAINTENANCE**

- 11.1 Copies of manufacturer's warranties and maintenance policies and associated costs shall accompany the bid proposal for items being bid.
- 11.2 At a minimum the Bidder shall warrant that any defective components discovered within a one (1) year period after the date of installation/delivery shall be replaced at no expense to the Town, unless otherwise specified. Bidder shall pay the cost of all

shipping with regard to such defective parts (both return and purchase of replacement parts.)

## **12. INDEMNIFICATION**

12.1 The Bidder shall indemnify and hold harmless the Town, its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of, in whole or in part, the performance of the contract, or any negligent or willful act or omission of the Bidder, its subcontractors, employees or agents, including, without limitation, claims, damages, loss and expense attributable to bodily injury, sickness, disease or death or injury to or destruction of tangible property, including the loss of use resulting there from or attributable to any type of pollution and/or environmental impairment or release into or upon land, the atmosphere, or any course or body of water that is above or below ground. The indemnification obligation under 12.1 shall not be limited in anyway by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder, its subcontractors, agents or employees under worker's compensation, disability benefit acts or other employee benefit acts. This indemnity shall survive the expiration or early termination of the contract.

## **13. MISCELLANEOUS CONTRACT TERMS**

13.1 **Delivery.** TIME IS OF THE ESSENCE with regard to the performance of the Work and the Contract. Strict compliance with and adherence to the schedule for the Work and the Contract. All bids shall be based upon inside delivery of the equipment or merchandise F.O.B. at the location specified by the Town. The Town reserves the right to cancel orders or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form. Such failure to deliver shall authorize the Town to purchase replacement articles of comparable grade from third party supplier(s). On all such purchases, Bidder shall reimburse the Town, within a reasonable time as specified by the Town, for any expenses incurred in excess of contract prices or the Town may deduct such amount from amounts owed the defaulting contractor. Such substitute purchases shall be deducted from contract quantities. If in the best interest of the Town, the Town reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Town.

13.2 **Termination of Contract.** Contracts shall remain in force for the period within which the Bidder must perform as set forth in the proposal, unless (i) there have been satisfactory deliveries prior to expiration; or (ii) an extension has been agreed upon as evidenced by a contract extension executed by Bidder and the Town.

13.3 **Assignment.** Bidder shall not assign, transfer or subcontract this contract or its obligations hereunder without the prior written consent of the Town, which consent may be withheld in the Town's sole discretion.

- 13.4 **Default.** The contract may be terminated by the Town by written notice of default to the contractor upon non-performance or breach of the contract terms. The awarded Bidder shall be obligated to pay the Town for all losses, damages, costs and expenses, including the cost of re-procurement, and attorney's fees incurred defending claims arising from such default and in seeking recovery of all such costs and expenses from Bidder and/or its surety. Upon a termination for cause, the Town shall have no further obligation to issue payments to the Contractor until resolution of the dispute.
- 13.5 **Conflict.** To the extent any of the contract terms set forth in Sections 13.1 through 13.4 conflict with the terms of the form Contract entered into by the parties, the Contract terms shall control.

#### **14. COMPLIANCE WITH LAWS**

- 14.1 The Bidder shall comply with all federal, state and local laws and regulation and shall procure all necessary license and permits, pay all charges and fees and give all notice necessary and incident to the due and lawful performance of the contract and bid process. Such laws shall include, without limitation, the following:
- a. **Non-Discrimination and Affirmative Action.** Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, marital status, sexual orientation, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by the contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. Contractor further agrees that this article, (and any additional provisions required by law), will be incorporated by contractor in all contracts entered into with suppliers of materials or services contractors and sub-contractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor or who may perform any such labor or services in connection with this contract. The following principles and requirements of Equal Opportunity and Affirmative Action, as incorporated herein, will be incorporated into "Equal Opportunity – Non-Discrimination Clause" are hereby deemed to be included in all Town bid documents, purchase orders, lease and contracts entered into with the Town. The principles of Affirmative Action are addressed in the 13th, 14th and 15th Amendments of the United States Constitution, Civil Rights Act of 1964, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, 11375, 11478 (nondiscrimination under federal contracts), Act 1, Section 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes (CGS), Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58 (a)(d)), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of blind

(46a-51(1)), definition of Physically Disabled (46a-51 (15)), definition of Mentally Retarded (46a-51-13), cooperation with the Commission on Human Rights and Opportunities (46a-77), Sexual Harassment (46a-60(a)-8), Connecticut Credit Discrimination Law (360436 through 439), Title 1 of the State and the Local Fiscal Assistance Act 1 1972.

If a project is funded in whole or in part by State funds, CGS Sections 46a-68c through 46a-68k apply to contractors. These Sections trigger affirmative action plan requirements for contractors and the filing of compliance reports with the State by contractors.

- b. **Executive Orders.** The contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment opening and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. The contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.
- c. **Connecticut's Prevailing Wage Law Provision.** If applicable, the contractor must be in full compliance with CGS Section 31-53 and 31-53(a) which applies to each contract for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration, or repair of any public works project by the state or its agents, or by any political subdivision of the State, CGS Section 31-53 (g) provides monetary thresholds which must be met before the law is applicable. In accordance with CGS Section 31-53, projects are subject to the payment of minimum prevailing wages where the total cost of all work to be performed by all contractors and subcontractors in connection with new construction of any public works project is **\$1,000,000** or more and where the total cost of all work to be performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is **\$100,000** or more. For qualifying projects, all contractors and subcontractors shall submit to the Finance Department certified weekly payrolls for all contracts meeting the stated monetary limits. The certified payrolls shall be submitted to the Finance Department with the contractor's monthly certificate for payment. The contractor should familiarize themselves with all aspects of the provisions under state law in order to ensure full compliance.
- d. **Occupational Safety and Health Administration Requirements.** According to CGS, Section 31-53b (a) each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by a political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least **\$100,000** shall contain a provision requiring that, not later than

thirty (30) days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building , pursuant to such contract, have completed a course of at least 10 hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268. The aforesaid provisions shall be deemed to be incorporated into the Contract with the Town. The contractors should familiarize themselves with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance.

- e. **Payment Bond/Performance Bond State Law Requirements.** CGS Section 49-41, known as the Little Miller Act, requires that the Town ensure that payment bonds a/k/a labor and materials bond in the amount of the contract are provided for public works projects over **\$100,000**. When a contract for construction, alteration, remodeling, repair or demolition of any public building is estimated to cost more than **\$500,000** additional laws/requirements apply. The contractors should familiarize themselves with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance.
- f. **State of Connecticut Contractor Prequalification Program.** CGS Section 4b-91 requires all bidders for the construction, alteration, remodeling, repair or demolition of any public building or any other public work by a public agency (includes a municipality) that is paid for, in whole or in part, with state funds and that is estimated to cost more than **\$500,000**, except a public highway or bridge project or any other construction project administered by DOT, shall be prequalified with the State pursuant to CGS Section 4a-100. Once a contractor is prequalified, it is issued a prequalification certificate by DAS, which certificate is in effect for one (1) year. Subcontractors' work, the cost of which may exceed **\$500,000**, are also required to be prequalified. Any bid for a project that requires prequalification must include a copy of the bidder's Prequalification Certificate showing the aggregate work capacity rating required under the contract and the Update (Bid) Statement showing renewal of certificate and/or change in aggregate work capacity. Bids which do not include a copy of the Prequalification Certificate and the Update (Bid) Statement are invalid. Contractors should contact the State Department of Administrative Services to familiarize themselves with these requirements.
- g. **Non-Resident Contractor 5% Tax for Contracts.** CGS Section 12-430(7) requires non-resident contractors who perform services or furnish materials, or both, for the construction, alteration or improvement of any project in which the contract price is at least **\$250,000**, to furnish the Department of Revenue Services (DRS) a Guarantee Bond for five percent (5%) of the total cost of the work, issued under a contract using Form AU-766, Guarantee Bond. This form is available on the State DRS website. Form AU-766 must be submitted for each additional change order or supplement issued against the contract. Non-resident contractors must have completed and submitted to the DRS Form REG-1, Business Tax Registration Application, to register with the DRS and have been issued a Connecticut Tax Registration Number. This form is available on the DRS

website. Non-resident contractors have one hundred twenty (120) days from the commencement of the contract to file the Guarantee Bond with the State. Commencement of the contract, as defined by law, “means the time when the non-resident contractor signs the contract, but, in any event, occurs no later than when the work under the contract actually starts.” As soon as the guarantee bond is filed with the DRS, the non-resident contractor shall submit the copy of such Guarantee Bond together with the non-resident contractor’s Connecticut Tax Registration Number to the Town department for whom the project is required. After the non-resident contractor receives its Certificate of Compliance from the DRS confirming that the Guarantee Bond requirement has been met, the non-resident contractor shall submit a copy of the same to the department, for whom the work is being performed, with a copy to the Purchasing Department.

- h. **Equal Employment Opportunity (EEO); Minority Business Enterprises (MBE).** If a project is funded in whole or in part by state or federal funds, there may be a requirement that the contractor comply with CGS Section 4a-60 and applicable State regulations. On these projects it will depend upon which set-aside requirements are imposed by the funding agency. If no set-aside requirement is imposed, a statement that the contractor is required to undertake good faith efforts to include subcontractors and suppliers who are minority business enterprises will suffice and shall be deemed to be incorporated into the Contract with the Town. If there is a set-aside goal, the Town and contractor shall comply with the Small Contractors Set-Aside Program and the hiring goals identified by the State Commission on Human Rights and Opportunities (CHRO.)

**III. FORM CONTRACT**  
**SUCCESSFUL BIDDER WILL BE REQUIRED TO EXECUTE TOWN FORM**  
**CONTRACT, UPON AWARD, WITHOUT EXCEPTION (TO BE PREPARED)**

**IV. NON-COLLUSIVE/NON-CONFLICT AFFIDAVIT OF BIDDERS**

**BID #6-1819 Abraham Baldwin Middle School HVAC Upgrades – Phase 1**

The undersigned bidder, having fully informed themselves regarding the accuracy of the statements made herein certifies that;

1. the bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the Invitation to Bid, designed to limit independent bidding or competition;
2. the contents of the bid have not been communicated by the bidder and its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid;
3. no Selectman or other officer or employee or person whose salary is payable in whole or in part from the Town of Guilford, nor any immediate family member thereof, is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any profits thereof; and
4. bidder has read the Guilford Code of Ethics, set forth in Chapter 31 of the Code of the Town of Guilford, which is available on the Town website and he/she agrees on his/her behalf and on the behalf of his/her firm/company that he/she and his/her firm/company are in compliance with the Code with respect to this bid. Bidder further warrants that they will continue to comply with the Guilford Code of Ethics with respect to their obligations under this bid and possible future contract award.

The undersigned further certifies that this statement is executed for the purpose of inducing the Town of Guilford to consider the bid and make an award in accordance therewith.

Legal Name of Bidder: \_\_\_\_\_

Business Name: \_\_\_\_\_

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

\_\_\_\_\_  
**Signature** and Title of Person

Subscribed and sworn to me \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

My Commission Expires \_\_\_\_\_  
Date



**V. AFFIRMATIVE ACTION/EEO AFFIDAVIT**

**BID #6-1819 Abraham Baldwin Middle School HVAC Upgrades – Phase 1**

**Concerning Equal Employment Opportunities and/or Affirmative Action Policy**

I/we, the respondent, certify to the TOWN OF GUILFORD that:

1. I/we are/in compliance with the equal opportunity clause as set forth in Connecticut state law (Executive Order No. Three, <http://www.cslib.org/exeorder3.htm>).
2. I/we do not maintain segregated facilities.
3. I/we have filed all required employer's information reports.
4. I/we have developed and maintain written affirmative action programs.
5. I/we list job openings with federal and state employment services.
6. I/we attempt to employ and advance in employment qualified handicapped individuals.
7. I/we are in compliance with the Americans with Disabilities Act.
8. I/we (check one)  
\_\_\_\_\_ have an Affirmative Action Program, or  
\_\_\_\_\_ employ 10 people or fewer

Legal Name of Bidder: \_\_\_\_\_

Business Name: \_\_\_\_\_

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

\_\_\_\_\_  
*Signature* and Title of Person

Subscribed and sworn to me \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

My Commission Expires \_\_\_\_\_  
Date

**VI. BID PROPOSAL FORM**

**Board of Selectman  
Town of Guilford  
31 Park Street  
Guilford, CT 06437  
Attention: Purchasing Department, 2<sup>nd</sup> Floor**

**BID #6-1819  
Abraham Baldwin Middle School  
HVAC Upgrades – Phase 1  
Bid Opening  
Thursday, May 2, 2019  
2:00 p.m.**

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**BIDDER**

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

To the Board of Selectmen:

We submit for your consideration our bid for the above referenced bid. We have read the bidding documents, including the Town of Guilford’s General Conditions and Instructions to Bidders and the bid specifications and are submitting our bid in full compliance with all terms and conditions except as noted below under “Exceptions.” We have enclosed our original bid bond/cashier’s check in the amount of ten percent (10%) of our total base bid. *We acknowledge receipt of all addenda to the bid documents and assume full responsibility to access those addenda from the Town website and/or DAS website, as applicable.*

We will provide the following within five (5) business days after receipt of a notice of award from the Purchasing Department:

(i) the requested Certificate of Insurance from the following company:  
\_\_\_\_\_;

and

(ii) Payment and Performance Bonds from the following company:  
\_\_\_\_\_.

Within five (5) business days after receipt of final contract from Town, we will forward to the Purchasing Department three (3) original contracts, in the form provided by the Town, executed by an authorized officer.

We agree to perform the work described in the Bidding Documents within the time period set forth in the specifications as follows:

**Base Bid:**

**Entire Project** for the Total Cost of:

\$ \_\_\_\_\_ Dollars (\$) .00).  
written figure

**Unit Prices:**

As required by the Base Bid, should deteriorated or damaged materials be required to be removed as determined by the Architect or Owner, the cost to remove and replace the referenced material, (or credit for specified material not provided or installed) including all labor, material, equipment and related furnishings is as follows:

1. 1½-inch hydronic hot water supply and return piping \$\_\_\_\_\_/lf

On site construction, installation, delivery and storage shall be coordinated with Clifford Gurnham, Director of Operation for the Guilford Public Schools.

Exceptions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We agree that the allowable mark-up for overhead and profit on any charges shall not exceed a TOTAL (all tiers) of ten percent (10%).

The undersigned authorized representative hereby submits the above bid to the Town of Guilford.

Name of Contractor Entity: \_\_\_\_\_

By \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Duly authorized

## **VII. PREVAILING WAGE INFORMATION**

