

Town of Orange, Connecticut  
GENERAL CONDITIONS & BID SPECIFICATIONS

**ROOF OVERLAY**  
**EXHIBIT HALL & MUSEUM BUILDING**  
**HIGH PLAINS FAIR GROUNDS**

**1.0 INTRODUCTION**

- 1.1 The Town of Orange (Town) requests bids for roof overlay of the two upper fair barns, the Exhibit Hall and Museum Building at Fairgrounds, 525 Orange Center Road, Orange, CT 06477.
- 1.2 Bidders are required to comply with the instructions contained in these General Conditions and Specifications, and to provide information where requested. Bids must be made upon the forms contained herein.

**2.0 KEY EVENT DATES**

- |     |   |                                      |
|-----|---|--------------------------------------|
| 2.1 | Request for Bids Advertised   | September 4, 2019                    |
| 2.2 | Mandatory Site Visit  | 9:00 a.m., Friday September 13, 2019 |
| 2.3 | Bid Opening, at Town Hall,<br>Lower Level Meeting room,<br>617 Orange Center Road, Orange, CT 06477 | 10:45 a.m. Friday September 20, 2019 |
| 2.4 | Board of Selectman Approval   | Wednesday, October 9, 2019           |
| 2.5 | Bid Award   | October 10, 2019                     |
- 2.6 **Questions** All questions will be answered in writing by Email. All questions shall be submitted by email to the Director of Public Works at [bbrinton@orange-ct.gov](mailto:bbrinton@orange-ct.gov) . Any question received after 4:30 p.m. on September 17, 2019, will not be answered.

**3.0 BID FORMS AND SUBMISSION INSTRUCTIONS**

- 3.1 Copies of the Bid Forms, Plans and Specifications may be obtained from the Town of Orange Website at [www.orange-ct.gov](http://www.orange-ct.gov) and State of Connecticut Contractors Portal at [www.biznet.ct.gov](http://www.biznet.ct.gov).
- 3.2 Ditto marks are not considered writing; shall not be used; and can be reason for non-acceptance of a bid.
- 3.3 All bids must be submitted in a sealed envelope, clearly marked “**Exhibit & Museum Buildings Roof Overlay**” and received in the Department of Public Works office by the time of the bid opening defined in section 2.3, above. Bids, corrections and/or modifications received after the time Town officials open the first bid, will not be accepted.
- 3.4 The bid form must signed by an authorized agent of the submitting company.

- 3.5 All information submitted, must be in ink or typewritten. Mistakes may be crossed out and corrections inserted. The person signing the bid form must initial corrections.
- 3.6 The inability to meet any specified requirement(s) shall be:
- (a) Stated in writing and attached to the bid form, or
  - (b) Written on the bid form
- 3.7 At the time of opening the bids, bidders shall be presumed to have read, and be thoroughly familiar with all specifications in this document. Failure of any bidder to receive, or examine, any form, instruction or document, shall not relieve any bidder from obligations with respect to their bid.
- 3.8 The specifications listed are to be interpreted as meaning those acceptable to the Town of Orange. Substitutions that are “an approved equal,” will be considered.
- 3.9 **Bidders are responsible for checking the bid posting on the state contracting portal [www.biznet.ct.gov/SCP\\_Search](http://www.biznet.ct.gov/SCP_Search) or on the Town of Orange website for bid addenda, addendums and responses to bidders’ questions, up to the time of the bid opening.**
- 4.0 **CONTRACTOR** The Contractor shall be the person/firm to whom the contract is awarded. It is expected that this Contractor will be the person/firm to install the new roof. The Contractor shall employ any and necessary Subcontractors, to satisfactorily complete the Project. The Contractor and Subcontractors, if any, shall be licensed by the State of Connecticut
- 4.1 The contractor shall be liable for the installation of materials necessary for a complete and professional Project whether or not all the necessary materials are specified herein.
- 5.0 **PAYMENT**
- 5.1 The Town agrees that after inspection and acceptance of the delivered and installed materials and equipment, and in consideration of the faithful performance by the successful bidder (Contractor) of all covenants and agreements contained herein, to pay the successful bidder within thirty (30) calendar days from receipt of invoice.
- 5.1.1 Payments shall be for 50% of the estimated value of the work completed including the value of material and equipment delivered and stored at the site. Payment requests shall identify such material and equipment and where it is stored. The remaining 50% will be retained by the Town until the Project is substantially completed and Town inspects and approves project completion per bid specs. At that time the Contractor may request that the total amount retained.
- 5.1.2 Payments to Subcontractors, for which the Contractor requests payment from the Town, shall be supported by one of the following:
- (a) The Contractor’s canceled check in the correct amount with identification of invoices paid.
  - (b) A letter or telegram from the subcontractor(s) or vendor(s) stating amounts and invoices paid.
  - (c) A receipted invoice.

- 5.2 Applications for Payments shall be received by the Public Works Department after the end of each month.
- 5.3 Prerequisites to the final payment shall be that the Contractor furnish proof that it has completed all specification requirements including furnishing of warranties and Project Record Documents as applicable and, that all subcontractors and vendors have been paid.

6.0 **MISCELLANEOUS**

- 6.1 Bidders may withdraw their bid anytime prior to the time of bid opening. No bidder shall withdraw, cancel or modify their bid for a period of thirty (30) days after bid opening.
- 6.2 The Town of Orange is exempt from Connecticut Sales and Use Taxes and Federal Excise Taxes. Bidders shall avail themselves of these exemptions.
- 6.3 The Town of Orange reserves the right to accept any, all or any part of bids; to waive any informalities; to take into account the residency and business location of bidders within the Town of Orange; and to award the bid deemed by the Town of Orange to be in its best interest. Lowest price shall not be the sole determining factor when awarding the bid.
- 6.4 A Bidder's Qualification Statement, which shall be completed, signed and notarized, is attached. Failure to complete and sign this form and have it notarized can be grounds for refusal to accept the bid.
- 6.5 The Town's Administrative Directive for Bid Solicitation and Exceptions, is attached.
- 6.6 A Non-Collusion Affidavit of Prime Bidder is attached and, shall be completed, signed and notarized. Failure to complete and sign this form and have it notarized can be grounds for refusal to accept the bid.
- 6.7 The Contractor is responsible for obtaining all building permits required for this project and for scheduling and coordinating all required inspections. The Town waives all building permit fees, except for the state educational fee (\$0.26 per \$1,000 construction value).

6.8 **STATE LEGAL REQUIREMENTS**

If checked, the following state legal requirements are expected to be applicable to this project:

\_\_\_\_\_ Prevailing wages (> \$1 million new construction or > \$100,000 rehab/alter/repair)

\_\_\_\_\_ Payment & Performance bonds (> \$100,000)

\_\_\_\_\_ CT DAS Contractor Prequalification (> \$500,000 and state funding)

\_\_\_\_\_ CHRO small & minority/women/disabled business set-asides (> \$50,000 and state funding)

## 6.9 **Warranties**

- (a) Project warranty. The Contractor shall warrant (guarantee) all Work against defects resulting from the use of material, workmanship or equipment which is inferior, defective, or, not in accordance with the terms of the Contract. The warranty shall be for the maximum period established by the manufacturers. The warranty period shall commence as of the date of the check used to make the final payment to the Contractor.
- (b) Specified product warranty. This warranty, issued by the manufacturer or fabricator, shall be furnished to the Town before final payment is made. Refer to the Specifications for the requirements of specified warranties.
- (c) Coincidental product warranty. The Contractor shall identify such warranties, as they apply, for products incorporated in the work. These warranties, specified or non-specified, are published by manufacturers without regard for application requirements.
- (d) Warranty obligations.
  - (1) The Contractor shall restore or remove-and-replace warranted work to its originally specified condition, at such time during the warranty period if it does not comply with, or fulfill, the terms of the warranty.
  - (2) The Contractor shall restore or remove-and-replace other work which has been damaged by failure of warranted work, or which must be removed and replaced to gain access to warranted work.
  - (3) The cost of restoration or removal-and-replacement is the Contractor's obligation, without regard to whether the Town has already benefited from the use of failing work
  - (4) The Contractor shall be liable for any consequential damages to the Town's property caused by failure of warranted work.
  - (5) Upon restoration or removal-and-replacement of warranted work, which has failed, the Contractor shall reinstate the warranty by issuing a newly executed form for at least the remaining period of time of the original warranty but, for not less than half of the original warranty period.
  - (6) Warranties and warranty periods shall not diminish the implied warranties, and shall not deprive the Town of actions, rights and remedies otherwise available if the Contractor fails to fulfill any requirements of the Contract Documents.
  - (7) The Town reserves the right to reject coincidental product warranties, which conflict with, or are less than, the requirements of the Contract Documents.
- (e) Warranties submittal. The Contractor shall furnish fully executed warranties to the Town within two (2) weeks after completion of the Project

- 6.10 Site Inspection. Bidders are subject to a ***MANDATORY SITE INSPECTION*** on the date in 2.2 above. Failure to attend will automatically disqualify a firm or person from the bidding process. The Town shall not be liable for any damages to bidder's personnel or equipment during such site inspection.
- 6.11 Royalties, patents and copyrights. The Contractor shall hold and save the Town and its officials, agents, servants and employees harmless from liability of any kind or nature, including cost and expenses for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the Contractor, including its use by the Town, unless otherwise specifically stipulated in the Contract documents.
- (a) License or royalty fees(s). The contractor's bid price shall reflect the cost, without exception, for any device, design, material or process, which is covered by a License, Patent, letter(s) or copyright. The Contractor shall have a suitable agreement with the Owner of such device, design, license, patent, letter or copyright.
  - (b) The Contractor and and/or his sureties shall indemnify and hold harmless the Town from any and all claims for infringement by reason of the use of such patented or copyrighted design, device, material or process.
- 6.12 **Subcontractors**
- (a) The Contractor shall furnish the names and addresses of all subcontractors to be used for the Project (including those who are to furnish materials or equipment fabricated to a special design) to the Town for approval. The Town will reply immediately and the Contractor shall replace any and all subcontractors objected to with new and resubmit until all subcontractors are approved by the Town.
  - (b) Once approved by the Town, the Contractor shall not change a subcontractor without written consent of the Town
- 6.13 **Protection of Persons and Property**
- (a) The Contractor shall be solely responsible for providing protection for the public who utilize the walking track.
  - (b) The Contractor shall be solely responsible for the handling, storage and use of hazardous materials involved in his work, when use is permitted by the Town. Explosives shall not be used. Permits for use of other hazardous materials shall be submitted to the Town for approval before they are used.
  - (c) The Contractor shall furnish to the Town, proof of possession of insurance for use of hazardous materials.
  - (d) The contractor shall:

- (1) Protect all work and materials from damage by water, weather and/or vandalism; provide and operate equipment necessary to prevent accumulation of water.
- (2) Provide and operate equipment necessary to prevent accumulation of water
- (3) Provide and maintain fire protection equipment as required by the Town Fire Marshal
- (4) Build no fires on the premises
- (e) In order to protect the lives and health of its employees under the contract, the Contractor shall comply with all pertinent provisions of the Work Hours and Safety Standard Act, as amended, commonly known as the Construction Safety Act as it pertains to health and safety standards; and shall maintain an accurate record of all cases of death, occupational disease and injury, requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under this Contract. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. The Contractor alone shall be responsible for the safety, efficiency and adequacy of its plan, appliances and methods and, for any damages, which may result from their failure or their improper construction, maintenance or operation.
- (f) It shall be understood that the Town will continue to occupy and use the areas in which the Contractor and Subcontractors, if any, are working.

#### 6.14 **Hours of Work**

- (a) The Contractor may perform work on the Project during the following work hours:
  - (1) Monday – Friday: 7:00 a.m. to 7:00 p.m.
  - (2) Saturdays – 9 a.m. to 5 p.m.
- (a) There is no work permitted on Sundays except if the Project is running behind schedule and then, only with permission of the Town. Request for Sunday work must be received by the end of the workday, Thursday preceding the Sunday in question.

#### 6.15 **Restrictions**

- (a) No person employed on this Project shall bring intoxicants or any type of weapon onto the Site.
- (b) The Contractor is advised to avoid personal contact and fraternization with, and to respect the rights and privacy of, building occupants and visitors to the building

#### 6.16 **Traffic Ways**

- (a) The Contractor shall use areas for parking and material storage as approved by the Town. Public roadways and driveways shall not be blocked by the Contractor unless special permission is granted by the Owner.
- (b) Public roads, driveways and parking areas shall be kept free from debris by the Contractor at all times. The Contractor shall repair, at the Contractor's expense, any damage to the surface of the roadways, driveways and/or parking areas, caused by the Contractor's construction operations.

#### 6.17 **Temporary Controls**

During the progress of the Work, the Contractor shall conduct his operations and provide adequate pollution controls to minimize the creation and dispersion of noise, odors, dust, dirt and/or mud within and beyond the Site. The controls shall be implemented to the satisfaction of the Town, to the extent required to assure the Town's continued use of its facilities.

- 6.18 The Contractor shall be responsible for a complete and professional job by supplying all the labor and materials to accomplish this, including any item(s) not specified herein. The lump sum bid price submitted and accepted by the Town shall include any such items of work

#### 7.0 **RIGHTS AND OPTIONS**

- 7.1 This Request for Bids constitutes an invitation to Bidders to submit Bids to the Town. Without limitation, the Town including its agents and designated representatives, reserves and holds, as its sole discretion, the following rights and options:

- (a) To waive any technicalities or immaterial irregularities in the Bids.
- (b) To prepare and issue amendments and/or addenda to this Request for Bids (RFB) prior to the receipt of Bids that may expand or cancel any portion or all work described in this RFB without the substitution of another RFB.
- (c) To provide questions from Bidders and the Town's response to such questions to all Bidders.
- (d) To reject any or all Bids.
- (e) To postpone or change the date of receipt of Bids or any other deadlines and dates specified in the RFB.
- (f) To issue subsequent RFB's, to conduct investigations with respect to the information provided by each Bidder, to request clarifications of Bids submitted, and to hold public hearings for the consideration of the merits of any or all bidder(s).
- (g) To conduct meetings and negotiating sessions with Bidders.
- (h) To request the best and final Bid from one or more Bidders.

- (i) To select a Bidder after receipt of Bids without interviews and negotiating sessions.
- (j) To determine the Bidder(s) with whom to negotiate after receipt of Bids.
- (k) To discontinue negotiations with a Bidder and commence negotiations with another Bidder after receipt of Bids.
- (l) To select and enter into an Agreement with one Bidder whose Bid best satisfies the interest of the Town and is most responsive, in the judgment of the Town, to the requirements as contained within this RFB.
- (m) To remove a Bidder from consideration and not accept a Bid from such Bidder in the event of a material change in the circumstances with respect to a Bidder, or if a Bidder is not complete and timely in written responses, or if a Bidder fails to attend meetings or respond to questions, or any other reason the Town deems appropriate.

## 8.0 **SECURITY & INSURANCE.**

- 8.1 Insurance. The Contractor, before commencing any work shall furnish the Town with a certificate, or certificates of insurance, naming the Town of Orange as an additional insured on a primary and non-contributory basis. Insurance policies shall be issued by a company accredited and licensed by the State of Connecticut to provide such insurance, for the work specified herein, with the minimum types and limits as follows:

### Commercial General Liability:

- |    |                   |             |
|----|-------------------|-------------|
| a. | Each Occurrence   | \$1,000,000 |
| b. | General Aggregate | \$2,000,000 |

### Automobile Liability:

- |    |                    |             |
|----|--------------------|-------------|
| a. | Each Accident      | \$1,000,000 |
| b. | Uninsured Motorist | \$1,000,000 |

<u>Umbrella or Excess Liability:</u>	\$3,000,000
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<u>Workers' Compensation:</u>	Per Statute
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### Employers' Liability:

- |    |                          |             |
|----|--------------------------|-------------|
| a. | Each Accident or Disease | \$1,000,000 |
| b. | Policy Limit             | \$1,000,000 |

All insurance shall be kept in effect by the Contractor throughout the terms of this Contract. Any lapse of coverage shall be deemed a material breach of Contract and cause for immediate termination. The Town shall be named as **additional insured** on all applicable policies. A waiver of subrogation shall apply in favor of the Town of Orange.



If any insurance coverage is provided on a "claims made" policy basis, an extended reporting period of at least 3 years after the date of project completion or final payment is made, whichever occurs later. These insurance requirements are not a limitation of liability and may be subject to change based on specific project cost and scope.

To the fullest extent permitted by law, Contractor will defend, indemnify and hold the Town of Orange and all of their employees and boards harmless from and against all claims, bodily injury and property damage, judgments and expenses, including attorney fees that arise from or are alleged to arise from the performance of this work.

## 9.0 **SPECIFICATIONS**

9.1 **GENERAL.** All material and equipment supplied by the Contractor shall conform to the requirements of the Technical Specifications. No changes shall be allowed unless they are improved, in writing, by the Town. All work shall be in accordance with Federal, State and local codes, including those of the Offices of the Fire Marshall and the Building Official.

9.1.1 **Delivery & Installation.** The equipment, material and supplies shall be delivered to, and installed on the Exhibit Hall and Museum Building, 525 Orange Center Road Fairgrounds, Orange, CT 06477.

## 9.2 **SCOPE OF WORK:**

### **Museum and Exhibit Hall Roof Overlay Scope of Work**

1. Shingle and other roofing material colors to be selected by owner.
2. Obtain building permit.
3. The Contractor is responsible for supplying dumpsters and for removal and disposal of all removed material, trash, and debris from the project.
4. The job site shall be kept neat at all times and shall be fully cleaned at the end of each work day, including picking up any nails using magnets.
5. The driveways, parking lot, and building entrances shall be protected from debris during construction. The Contractor is responsible for safely conducting his operations to protect the public using the building.
6. Install new eave/rake starter strip shingles (GAF WeatherBlocker or approved equal).
7. Install new architectural fiberglass shingles (GAF Timberline HD or approved equal) per CT building code. A minimum of 6 nails per shingle is required. Nails shall be of sufficient length to go through existing roof into roof deck.
8. Install rolled ridge vent (GAF Cobra Exhaust Vent or approved equal)
9. Install hip and ridge cap shingles (GAF Seal-a-Ridge or approved equal).
10. Perform final job site cleaning and remove all job debris from site. Pick up any remaining nails using magnets.
11. Provide written contractor's and manufacturer's roofing warranties. Minimum warranty periods are as follows:
  - a. Contractor's Warranty (includes all labor and materials, not prorated): 2 years

### **End of General Conditions and Specifications**

**Town of Orange, Connecticut**  
**BID FORM**

**EXHIBIT & MUSEUM BUILDING ROOFS OVERLAY**  
**FAIR GROUNDS – HIGH PLAINS COMMUNITY CENTER**

The following bid is being submitted to the Town of Orange, Connecticut for the roof overlay on the two upper fair barns, the Exhibit Hall and Museum Building at Fairgrounds, 525 Orange Center Road Orange, CT 06477

LUMP SUM PRICE FOR ALL LABOR AND MATERIALS FOR OVERLAY SHINGLE ROOF OF **EXHIBIT BUILDING** INSTALLED:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

LUMP SUM PRICE FOR ALL LABOR AND MATERIALS FOR OVERLAY SHINGLE ROOF OF **MUSEUM BUILDING** INSTALLED:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

The undersigned certifies that he/she has read and understood all of the provisions of the Specifications. Any exceptions to the Specifications are noted below and/or on a separate sheet of paper and made a part of this bid. The undersigned also certifies that this bid is being submitted without collusion with any individual or corporation and agrees, by virtue of submitting this bid, that if accepted by the Town of Orange, this forms a contractual obligation on the part of the bidder to provide the material as bid.

SIGNATURE: \_\_\_\_\_

FOR: \_\_\_\_\_  
(Bidder Name)

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Title)

If the bidder is a corporation, affix corporate seal to above bid and give below, the names of its President, Treasurer and General Manager, if any. If a partnership, give full names and residential addresses of all partners. If an individual, give residential address if different from business address.

**CHECK ONE)**

No exceptions to the Specifications \_\_\_\_\_

Exceptions taken as noted below \_\_\_\_\_ or on separate sheet of paper \_\_\_\_\_

**WARRANTIES:** Submit details of contractor's and manufacturer's warranties to be provided for this project.

## SUBCONTRACTORS TO BE USED

[illegible]

## **BIDDER'S QUALIFICATION STATEMENT**

All bidders are required to submit this form, properly completed and signed. A Bidder's failure to answer any question or provide required information, may be grounds for disqualification and rejection of Bid. If a question or request for information does not pertain to your organization in any way, use the symbol "NA" (Not Applicable). If needed, use additional 8 1/2' x 11" letterhead sheets to answer the questions herein.

The Town may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work and, the Contractor shall furnish to the Town all such information and data needed for this purpose as the Town may request.

### **I COMPANY INFORMATION**

- A. Indicate, exactly, the name by which your organization is known, and your current business address

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

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

\_\_\_\_\_

Telephone No. \_\_\_\_\_ Email \_\_\_\_\_

Cell Phone No. \_\_\_\_\_ Person with this No. \_\_\_\_\_

- B Bidder's Tax Identification Number: \_\_\_\_\_

- C How many years has this organization been in the business under its present business name? \_\_\_\_\_

- D The organization is a: \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership  
\_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Joint Venture \_\_\_\_\_ Other

1. If a "Corporation:"

a. State Where Incorporated \_\_\_\_\_

b. Names and Titles of All Officers: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

c. Fill out certificate of Incorporation at end of this form

2. If a "Sole Proprietorship" or a "Partnership."

a. Date when organization started \_\_\_\_\_

b. Names and home addresses of Partners or Owner(s)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

c. City/Town in which trade name certificate is filed: \_\_\_\_\_

\_\_\_\_\_

3. If a "Joint Venture:"

a. Name and business address of each joint venture participant:

(1)

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(2)

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(3)

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b. Attach a copy of the executed Joint Venture Agreement to the Bid Package

4. If "Other:"

a. Type of organization: \_\_\_\_\_

b. Date when organization started: \_\_\_\_\_

c. Names and home addresses of principals:

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E. How many years has this organization been in business as a General Contractor? \_\_\_\_\_

F. If this organization has not always been a General Contractor, list the trades that your firm customarily performed prior to the time you became a General contractor:

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G. Attach resumes of all Principals at end of Bid Package

H. Attach resumes of Project Manager(s) and other Supervisory personnel who will be directly involved with the Project on which you are now a Bidder. Indicate number \_\_\_\_\_ Indicate the number of years of construction experience and number of years of construction supervisory experience

## II. PROFESSIONAL EXPERIENCE/REFERENCES/PAST PERFORMANCE

A. How many years has your firm been performing, as General Contractor, the specific type of work involved in this Project? \_\_\_\_\_

B. List all sub-trades which your firm customarily performs with its own employees:

1.	_____
2.	_____
3.	_____
4.	_____
5.	_____
6.	_____

- C. List your General Contractor's License Number in the State of Connecticut: \_\_\_\_\_
- D. List all other applicable trade license numbers held by your company in the State of Connecticut and list the trade for each license:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- E. List all Construction Projects your company has in progress (use additional sheets if necessary):
1. Project Name & Location: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Percent Complete: \_\_\_\_\_  
Contact Person/Tel. #: \_\_\_\_\_  
Email: \_\_\_\_\_
  2. Project Name & Location: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Percent Complete: \_\_\_\_\_  
Contact Person/Tel. #: \_\_\_\_\_  
Email: \_\_\_\_\_
  3. Project Name & Location: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Percent Complete: \_\_\_\_\_  
Contact Person/Tel. #: \_\_\_\_\_  
Email: \_\_\_\_\_
  4. Project Name & Location: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Percent Complete: \_\_\_\_\_  
Contact Person/Tel. #: \_\_\_\_\_  
Email: \_\_\_\_\_
- F. List at Least three (3) projects of similar size and scope that your company has completed in the last five (5) years:
1. Project Name & Location: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Description: \_\_\_\_\_  
Contact Person/Tel. #: \_\_\_\_\_  
Date of Completion: \_\_\_\_\_  
Email: \_\_\_\_\_
  2. Project Name & Location: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Description: \_\_\_\_\_  
Contact Person/Tel. #: \_\_\_\_\_  
Date of Completion: \_\_\_\_\_  
Email: \_\_\_\_\_
  3. Project Name & Location: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Description: \_\_\_\_\_  
Contact Person/Tel. #: \_\_\_\_\_  
Date of Completion: \_\_\_\_\_  
Email: \_\_\_\_\_

- G. Trade References: Names, addresses and telephone numbers of at least two (2) major vendors, subcontractors, owners of firms with which your company has regular business dealings:
1. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person/Tel #: \_\_\_\_\_  
Email: \_\_\_\_\_
  2. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person/Tel #: \_\_\_\_\_  
Email: \_\_\_\_\_
  3. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person/Tel #: \_\_\_\_\_  
Email: \_\_\_\_\_
- H. Provide a list of company-owned equipment that will be committed to this Project:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- I. In the past five (5) years, has your organization failed to complete any work awarded to you? \_\_\_\_\_. If yes, provide details on when, where and why:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- J. In the past five (5) years, has your organization had a contract terminated for failure to perform, or for failure to meet any terms of the contract? \_\_\_\_\_. If yes, provide details on when, where and why:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- K. In the past five (5) years, have you or your organization been cited by the Connecticut Department of Labor, or by any other State Agency for any violations of State or Federal labor laws, regulations or guidelines governing payment or payment of wages and/or benefits to your employees? \_\_\_\_\_. If yes, provide details of when, where and why:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- L. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? \_\_\_\_\_. If yes, provide details:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

- M. In the past five (5) years, has your organization filed any lawsuits or requested arbitration with regard to construction contracts? \_\_\_\_\_ If yes, provide details:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- N. Have you had an Affirmative Action Plan approved by the Commission on Human Rights and Opportunities within the past two (2) years? \_\_\_\_\_  
If yes, list the expiration date for that Plan: \_\_\_\_\_
- O. Have you received any notification from the commission on Human Rights and Opportunities of any non-compliance or violation of the terms and conditions of your approved Affirmative Action Plan? \_\_\_\_\_  
If yes, please describe the nature of that non-compliance:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- P. Please furnish a Bank Reference: \_\_\_\_\_
- Q. Credit available: \_\_\_\_\_
- R. Will you furnish, upon request, a detailed financial statement and any other information that may be required by the Town? \_\_\_\_\_



- S. The undersigned hereby authorizes and requests any persons, firm or corporation to furnish information, requested by the Town in verification of the recitals comprising this statement of the Bidder's qualifications:

I (We), the undersigned, hereby certify that the information on the preceding pages is true and accurate and that the Town will rely on said information as a basis for determining the Bidder's qualifications for the project described. The undersigned further understands that any material misrepresentation or inaccuracy, above, will result in Bidder's disqualification, or if applicable, will constitute grounds for termination of the Contract.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_

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

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS

\_\_\_\_\_ being duly sworn,  
deposes and says that he is \_\_\_\_\_ of  
\_\_\_\_\_ and  
that the answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_

- T. If the Bidder is a Corporation, attach a Statement of Authorization to submit a Bid Proposal from the Governing Body of the Corporation

Certificate of Corporation – To be Filled Out if Bidder is Corporation:

I, \_\_\_\_\_, certify  
that I am The Secretary 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 corporation powers.

\_\_\_\_\_  
(Signature of Person Certifying)

C O R P O R A T E   S E A L:

TOWN OF ORANGE  
ADMINISTRATIVE DIRECTIVE  
BID SOLICITATION AND EXCEPTIONS

The bid policy of the Town of Orange as to matters under the control of the Board of Selectmen shall be as follows:

As a general rule, bids will be solicited for the purchase of any item costing \$5,000 or more. However, the Board of Selectmen may choose to determine on a case-by-case basis whether to solicit bids, and the method of doing so in each instance. Among the factors to be considered by the Board of Selectmen in making its decision shall be (1) the suitability of the product to acquisition by a bid method; (2) the degree and formality and method of bidding appropriate to the particular acquisition under consideration; (3) the suitability of varied models of the same product for town uses; and (4) the number and location of known, qualified vendors of the product.

NO PERSON OR AFFILIATE DELINQUENT IN THE PAYMENT OF TAXES, FEES, OR CHARGES TO THE TOWN OF ORANGE SHALL BE DEEMED A QUALIFIED BIDDER WITH REPECT TO ANY BIDS SOLICITED OR ENTERTAINED BY THE TOWN.

A "PERSON" FOR THE PURPOSES OF THIS POLICY SHALL MEAN ANY INDIVIDUAL, SOLE PROPRIETORSHIP, PARTNERSHIP, JOINT VENTURE, TRUST, UNINCORPORATED ORGANIZATION, ASSOCIATION, CORPORATION, INSTITUTION, ENTITY OR PARTY.

AN "AFFILIATE" FOR THE PURPOSES OF THIS POLICY SHALL MEAN A PERSON DIRECTLY OR INDIRECTLY OR BENEFICIALLY CONTROLLING, CONTROLLED BY, OR UNDER COMMON CONTROL WITH ANY OTHER PERSON; OR, IN THE CASE OF AN INDIVIDUAL, A MEMBER OF THAT PERSON'S IMMEDIATE FAMILY, MEANING PARENT, SPOUSE OR CHILD. A PERSON SHALL BE DEEMED TO BE "CONTROLLING" ANY OTHER PERSON IF SUCH PERSON OWNS, DIRECTLY OR INDIRECTLY, THROUGH ONE OR MORE INTERMEDIATES, A FIVE PERCENT (5%) IN THE OTHER PERSON; BUT OWNERSHIP OF ANY DEGREE IS NOT A PREREQUISITE TO ESTABLISH CONTROL AND OTHER EVIDENCE CAN BE USED TO ESTABLISH SUCH CONTROL AS REFERRED TO ABOVE.

PERSONS WHOSE BIDS ARE REJECTED UPON RECEIPT BECAUSE OF A PAYMENT DELINQUENCY SHALL HAVE THE OPPORTUNITY TO PAY THE DELINQUENT SUMS AND RESUBMIT THE BID IF THEY CAN DO SO WITHIN THE ORIGINAL TIME LIMITS REQUIRED FOR BID SUBMISSION.

After bids are submitted, the board of Selectmen may analyze whether vendors have submitted bids on the same product; that is, whether the bids are comparable and meet the requirements called for. In reviewing the bids, the board may consider the past performance, financial responsibility, and sales and service experience of the vendors, all as known to the Town and based upon objective criteria.

If the Board of Selectmen finds it in the best interest of Orange to do so, it may reject all bids or choose to make purchases other than strictly in accordance with price considerations.

In those instances when it is determined by the Board of Selectmen that the leasing of equipment without bids is in the best interest of the Town, the negotiation of a lease may be delegated to the First Selectman, provided the following would apply: (1) the annual cost of the lease would be less than \$2,000; (2) the term of the lease would be 60 months or less; and (3) the vendor or manufacturer would agree to carry the leases as lessor and to provide service on the leased equipment by its own service people.

Any proposed lease not meeting the above criteria must be approved by the Board of Selectmen. In determining whether to solicit bids for such a lease, the second paragraph of the Policy shall be followed.

December 21, 1982 – First adopted by the Board of Selectmen  
December 15, 1991 – First Amendment adopted by the Board

## NON-COLLUSIVE AFFIDAVIT OF PRIME BIDDER

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS

\_\_\_\_\_ being first duly sworn, deposes that:

1. (He, She) is (Owner, Partner, Officer Representative or Agent) of \_\_\_\_\_  
\_\_\_\_\_ the bidder that has submitted the attached Bid;
2. (He, She) is fully informed respecting the thee preparation and contents of the attached bid and all of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not collusive or a sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached Bid is submitted or to refrain from bidding in connection with such 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 the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Town or any person interested in the proposed Contract;
5. The price, or prices, quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the art of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant; and
6. That no employee or person whose salary is payable in part by the Treasury of the Town in which the Project is located, is directly or indirectly interested in the Bid, or its supplies, materials, equipment, work or labor to which it relates, or in any profits thereof.

(Signed) \_\_\_\_\_

(Title) \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
(Title)

My Commission Expires: \_\_\_\_\_