

GUILFORD BOARD OF EDUCATION

INVITATION TO BID

BID # 4-0809

PROVIDE HVAC CONTROLLERS, SENSORS AND TRANSFORMERS FOR
GUILFORD PUBLIC SCHOOLS

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--- Business Office Use Only ---

Requirements Included:

	Yes	No
1. Certificate of Insurance	_____	<u>X</u> _____
2. Bid Bond	_____	<u>X</u> _____
3. 100% Performance Bond	_____	<u>X</u> _____
4. Labor & Materials Bond	_____	<u>X</u> _____
5. Vendor References	_____	<u>X</u> _____
6. Samples & Descriptive Literature	_____	<u>X</u> _____

GUILFORD BOARD OF EDUCATION

INVITATION TO BID

BID # 4-0809

PROVIDE HVAC CONTROLLERS, SENSORS AND TRANSFORMERS FOR
GUILFORD PUBLIC SCHOOLS

Sealed Proposals will be received until Monday, July 6, 2009 at 2:00 p.m. at the Guilford Board of Education's Central Office North, 701 New England Road, Guilford, CT 06437. At that time, the proposals will be opened and read aloud. Bids received after this date and time will be rejected. Specifications and bid documents may be obtained at Business Office, which is located at 701 New England Rd, Guilford, CT, between the hours of 8:00 a.m. and 3:00 p.m.

The Guilford Board of Education reserves the right to reject any; any part of; or all bids; or to waive defects in same, if they deem such to be in the best interest of the school district. The Guilford Board of Education specifically reserves the right to reject the low bidder.

All bidders are advised the Guilford Board of Education will affirmatively assure any contract entered into pursuant to this advertisement. Minority business enterprises will be afforded a full opportunity to submit bids and are encouraged to do so. The Guilford Board of Education is an Affirmative Action Equal Opportunity Employer.

Dr. Thomas Forcella
Superintendent of Schools

Date: June 24, 2009

Publish one time in the New Haven Register under LEGALS on Friday, June 26, 2009.

BID # 4-0809
Bid Specifications

Guilford Public Schools is seeking bids for on the following Controllers, Sensors and Transformers. Price is for material and shipping. Installation is NOT included.

<u>Quantity</u>	<u>Model</u>	<u>Description</u>
3	DX-9100-8454	Johnson DX9100 Extended Digital Controller
3	DX-9100-8990	Johnson DX9100 Wall Mounting Base
4	TE-6311P-1	Johnson Sensor
1	TE-6313P-1	Johnson Sensor
2	TE-6314P-1	Johnson Sensor
2	TE-6316P-1	Johnson Sensor
2	AT150AF22	Honeywell Transformer
1	MS-NAE-55-11-1	Johnson Network Automation Engine (NAE)

Additional Specifications:

- Bid Bond and Performance Bond are not required for this bid.
- All questions should be directed to Linda Trudeau, Accounting Manager, Guilford Public Schools (203) 453-8111 ext. 17 or trudeaul@guilford.k12.ct.us
- Please Note – It is recommended that the bid submission be hand delivered or overnight/express mailed to 701 New England Road, Guilford, CT 06437, to insure delivery by the due date.

**GUILFORD BOARD OF EDUCATION
GENERAL CONDITIONS AND INSTRUCTIONS
TO BIDDERS**

The general rules and conditions outlined below apply to all purchases authorized by the Guilford Board of Education. 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.

CONDITIONS OF BIDDING

1. **PROPOSAL FORMS:** Bids are to be submitted only on those forms provided by the Guilford Board of Education. The bidder shall maintain one (1) copy for his files and submit the original signed copy. Failure to do so will disqualify bid.
2. **LATE BIDS:** Formal bids, addendum's to bids or requests to withdraw a bid received after the date and time specified for opening will not be considered.
3. **WITHDRAWAL OF BIDS:** Bids may be withdrawn by a written request only. The withdrawal request must be received prior to the specified time of the bid opening.
4. **BIDS SUBMISSION:** All bids are to be either mailed or hand delivered in a sealed envelope and directed to the Guilford Board of Education Business Office. Vendors are encouraged to allow sufficient time for mailing of bids. The Guilford Board of Education assumes no responsibility for postal service delays.

All bids received will be stamped by date and time received. This date of receipt will prevail over postmark date.

Any addendum to a bid will be mailed out to all interested bidders, or faxed to the interested bidder.

5. **OPENING OF BIDS:** The bids will be opened publicly and read aloud. Vendors are welcome and are encouraged to attend bid openings.

Bid openings will be listed by vendor name, address and bid amount only. Bid tabulation will be done at a separate time following bid opening and will be available to interested vendors at a later time.

6. **BID COMPLETION:** All information required by the invitation must be complete to constitute proper bid. Failure to do so will result in disqualifying the bid.
7. **REJECTION OF BIDS:** The Guilford Board of Education 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 Guilford Board of Education. The Guilford Board of Education specifically reserves the right to reject the low bidder.
8. **PERIOD FOR ACCEPTANCE:** All formal bids submitted shall be binding for sixty (60) calendar days following bid-opening date, unless otherwise specified. The bidder may agree to an extension at the request of the Superintendent.
9. **PAYMENT TERMS:** Prepayment discounts for early payment are preferred. All others to be Net 30 days unless otherwise specified.
10. **BIDS FOR ALL OR PART:** Bidders may restrict their bid to consideration in the aggregate by so stating but should include a unit price on each item bid upon. Any bid in which the bidder names a total price for all articles without quoting a unit price may be rejected at the option of the Guilford Board of Education.
11. **ERRORS IN BIDS:** Any mistake in a bid which is obviously a clerical error such as a price extension, decimal point error or FOB terms may be corrected by the Guilford Board of Education, following bidder verification. Clerical errors detected at the bid opening will be corrected and initialed by the Superintendent, vendor and a witness if present. If an error exists in the extension of prices, the unit price shall prevail.
12. **RESPONSE TO INVITATIONS:** In the event you are unable to bid on our requirements as specified in the invitation to bid, forward a letter to the Superintendent indicating your intention not to bid and a brief explanation as to why you are unable to bid.
13. **MULTIPLE BIDS:** No bidder will be allowed to offer more than one bid price on each item, although alternate models or styles may meet specifications. Alternates will be considered only if requested in the original bid package. Any alternate not specified will be re-bid if in the best interest of the Guilford Board of Education. If the bidder submits more than one price on any item, all prices for that item may be rejected at the discretion of the Superintendent.

14. **TAXES:** The Guilford Board of Education is exempt from all state and local taxes.
15. **EQUIPMENT SPECIFICATIONS AND/OR DESCRIPTIONS:** Each bidder shall submit, when requested, catalogues, descriptive literature and detailed drawings, fully detailing features, designs and construction necessary to fully describe the material or work he proposes to furnish.
16. **BID BOND, CERTIFIED CHECK, OR CASHIER'S CHECK:** When required each bid shall be accompanied by a bid bond signed by a surety company authorized to do business in Connecticut or by a cashier's check or certified check made payable to the Guilford Board of Education. The amount of the bid deposit will be 10% of the total base bid unless otherwise specified.
17. **PERFORMANCE BOND:** If required by the bid specifications, the successful bidder must supply a performance bond for the full amount of the estimated total bid. The performance bond shall be made out in favor of the Guilford Board of Education. The performance bond will be required as security by the successful bidder for faithful performance of his contract. This performance bond will be required within 10 days of the award notification. The performance bond must be written by a surety company licensed to transact business in the State of Connecticut and acceptable to the Guilford Board of Education. This performance bond shall remain in effect for one year from date of acceptance by the Guilford Board of Education.

The successful bidder upon failure or refusal to furnish within 10 days the required performance bond shall forfeit to the Guilford Board of Education as liquidated damages their bid deposit.

18. **SAMPLES:** The Guilford Board of Education may retain samples received from the awarded bidder until the delivery of the contracted items. Bidders whose samples are retained may pick them up after delivery is accepted.

Bidders shall be responsible for delivery and removal of samples. Cost of delivery and removal of samples to be the responsibility of the bidder.

All samples are to be marked samples and delivered to the Guilford Board of Education. 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 reason for rejection of the bid.

SPECIFICATIONS

19. **TRADE NAMES:** In cases where an item is identified by a manufacturer's name, trade name, catalog number or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "equal" unless proposed "equal" is specified. The reference to the above catalog is intended to be descriptive, not restrictive and is used to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes will be considered provided the bidder clearly states what is proposed in the space marked exceptions on the bid proposal sheet. Equipment specification sheets or other descriptive information will be required on all exceptions.

The Guilford Board of Education 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 specifications requirements. If no particular brand, model or make is specified, the successful contractor may be required to submit working drawings or descriptive data to enable the Guilford Board of Education to judge if all requirements of the specifications are being met.

20. The bidder shall comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part of the specification or drawings whenever mention is made of any article, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter codes, ASTM regulations, or similar expressions. These shall be considered to be the minimum requirements of the specifications.

Any deviations from specifications must be noted in writing at the time of submission of the formal bid. The absence of written deviations will hold the bidder strictly accountable to the Guilford Board of Education to the specifications as written. Any deviation from the specifications as written, not previously submitted as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

21. The contract will be awarded to the lowest responsible bidder complying with all the provisions of the invitation, provided the bid price is reasonable and in the best interest of the Guilford Board of Education to accept it. The Guilford Board of Education reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the Guilford Board of Education. The Guilford Board of Education also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature or bid of a bidder who on investigation shows he is not in a position to perform the contract. The Guilford Board of Education specifically reserves the right to reject the low bidder.

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

- a. The ability, capacity and skill of the bidder to perform required services.
- b. The ability of the bidder to perform the contract or provide the service promptly within the time specified.
- c. The character, integrity, reputation, judgment and experience of the bidder.
- d. The quality of performance of previous contracts or services.
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services.
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- 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 material and/or equipment.
- i. Award by item, or part thereof, groups of items or parts thereof, or all items of the bid.
- j. Prepayment discounts for early payment will be taken into consideration when making award.

22. NOTICE OF ACCEPTANCE: All bidders will be notified of the award in writing within a reasonable time from the date of the bid opening. A contract will be prepared, if appropriate, or the bid specifications will serve as the contract. A purchase order will be issued to the successful bidder following written notification. After award and notification to bidders any objections of the award process should be directed, in writing, to the Superintendent of Schools.

23. TIE BIDS: If two or more bidders submit identical bids and are equally qualified, the decision of the Guilford Board of Education to make award to one or more of such bidders shall be final. Selection shall be made by drawing lots in public.

RESIDENT BIDDERS PREFERENCE: Price and other factors being equal, preference will be given first to resident bidders of the Town of Guilford, except when

judgment of the award would operate to the disadvantage of the Guilford Board of Education.

24. **SPECIFIED BID QUANTITIES:** Where quantities are stated specifically, acceptance of the bid will bind the Guilford Board of Education to order only those quantities specified, and to pay for at contract prices all such supplies or services delivered that meet specifications and conditions of the contract. Estimated quantities may be listed as part of a bid package in order to assist vendors, but vendors are reminded that actual quantities ordered may vary from figures listed and the Guilford Board of Education will not be held liable for any difference.

"AS REQUIRED" BID QUANTITIES: On "as required" bids, acceptance of this bid will bind the Guilford Board of Education to pay for, at unit prices only, quantities ordered and delivered.

The Guilford Board of Education will not be required to accept delivery of any balances unordered as of the contract expiration date.

CONTRACT PROVISIONS

25. **GUARANTEE:** The contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified. If, within the guarantee period, any defects or signs of deterioration are noted, which in the opinion of the Guilford Board of Education are due to faulty design and installation, workmanship or materials, upon ratification, the contractor, at his expense shall repair the defect or replace the item.
26. **AVAILABILITY OF FUNDS:** A contract shall be deemed executory only to the extent of appropriation available to each agency for the purchase of such articles. The Guilford Board of Education's extended obligation on these contracts, which envision extended funding, through successive fiscal periods shall be contingent upon actual appropriations for the following year.
27. **CONTRACT ALTERATIONS:** No alterations in the terms of a contract shall be valid or binding to the Guilford Board of Education unless made in writing and signed by the Superintendent or their authorized agent.
28. **INSURANCE REQUIREMENTS:** The contractor, following award of the contract may be required to furnish to the Guilford Board of Education a Certificate of Insurance for the following coverage:

Work will not be permitted until the required certificates have been submitted to the Guilford Board of Education. All insurance certificates shall provide for 30 days prior written notice to be given in the event coverage is substantially changed, cancelled, adversely modified or non-renewed.

All XCU exclusions are to be deleted. If project on or near water, deletion of watercraft exclusion will be required.

Limits shall not be less than \$1 million per occurrence and \$2,000,000 in the Aggregate.

1. Comprehensive General Liability
2. Property Damage & Bodily Injury Liability
3. Automobile Liability
4. Workman's Compensation and Employees Liability
5. Professional Liability

The Guilford Board of Education shall be "Named Additional Insured" on all required policies to cover all claims against the Guilford Board of Education arising out of said contract.

In addition to the coverage's delineated above, "Builders Risk" Insurance may be required for construction contracts. "Garage Keepers" Insurance may be required for vehicle contracts. The limits of Insurance unless otherwise specified shall be as follows:

GENERAL LIABILITY: Combined single limit of \$1,000,000 (Property Damage & Bodily Injury Liability \$1,000,000 Combined Single Limit).

The Insurance Carried by the bidder shall include the following coverage:

- a. Comprehensive Form
- b. Premises Operations
- c. Products Completed Operations
- d. Contractual - Hold Harmless Requirements*
- e. Independent Contractors
- f. Broad Form Property Damage
- g. Personal Injury

***HOLD HARMLESS REQUIREMENTS:** The contractor shall, at all times, indemnify and save harmless the Guilford Board of Education, its officers, agents and servants on account of any and all claims, damages, losses, litigation expense, counsel fees and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by or alleged to have been sustained by the public, any or all persons affected by the contractor's work, or by the contractor, any sub-contractor, material, men or anyone directly or indirectly employed by them or any one of them while engaged in the performance of this contract.

AUTOMOBILE LIABILITY: Combined single limit of \$1,000,000 (Property Damage & Bodily Injury Liability \$1,000,000 Combined Single Limit). Comprehensive automobile to cover all automobiles or vehicles owned, hired or owned by contractor's employees and used on business.

WORKER'S COMPENSATION: The Contractor must have worker's compensation and liability insurance as provided by Connecticut and Federal law with statutory limits of \$500,000 per accident, \$500,000 disease each employee and \$1,000,000 disease policy limit. Coverage is to be extended for USL&H benefits and include coverage for Jones Act, where the work or occupancy involves work adjacent to or on the water.

The contractor shall procure and pay for the insurance coverages described above with the minimum limits of liability as stated. The certificate of insurance shall certify that said coverage shall be in effect for the term of the contract.

The Guilford Board of Education shall be named as "Additional Insured" on the General Liability insurance policy. All policies shall provide for 30 days written notice prior to cancellation, substantial change or non-renewal.

The contractor must be in compliance with State of Connecticut Public Act #86-87 "An Act Concerning Workers' Compensation Insurance Requirements For Contractors On Public Works Projects And Renewals of State Licenses."

Owner's Protective Liability

The Contractor/Sub Contractor may be asked to provide, with respect to a project, a policy in the name of the owner, for the limits shown above for General Liability.

Protection and Indemnity

The contractor may be asked to procure insurance coverage for operations of vessels and equipment with limits of not less than \$1,000,000 per occurrence.

"Claims Made" Insurance

If any insurance as specified herein is provided on a "claims Made" basis, then in addition to the forgoing requirements, the policies shall provide that: Retroactive date must coincide with or precede the start of work of occupancy.

- Contractor/Sub Contractor will make every effort to maintain similar insurance for at least two years following project completion.
- If coverage is terminated for any reason, Contractor/Sub Contractor agrees to purchase an Extended Reporting Period allowing claims to be reported for two additional years from the date of cancellation.
- Policy must have claim reporting verbiage, which allows for reporting of circumstances that might give rise to a claim.

Contractor/Sub Contractor is to furnish certificates for all of the above 10 days prior to the start of any work. Evidences should be sent to: Guilford Board of Education, 701 New England Road, Guilford, CT 06437.

29. **TERMINATION OF CONTRACT:** Contracts will remain in force for full periods specified, and until all articles ordered before the termination have been delivered and accepted, unless:
- a. There have been satisfactory deliveries prior to expiration date.
 - b. An extension has been authorized by the Guilford Board of Education, and accepted by the contractor, to obtain unordered balances or additional quantities at contract prices and in accordance with contract terms.
 - c. **SUBLETTING OF CONTRACT:** Contractor shall not assign, transfer, sublet or otherwise dispose of his contract, or his right, title or interest therein, or his powers to execute such contract to any other person, firm or corporation, without the previous written consent of the Guilford Board of Education. In no case shall such consent relieve the contractor from his obligations under the contract, nor shall consent change the terms of the contract. If the contractor assigns, transfers, conveys, sublets or otherwise disposes of his contract or his right, title or interest therein, without obtaining prior written consent from the Guilford Board of Education, the Guilford Board of Education may cancel the contract in whole or in part.
 - d. **DEFAULT:** The contract may be cancelled or annulled by the Guilford Board of Education in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may then be made to the next lowest responsible bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety)

shall be liable to the Guilford Board of Education for the costs to the Guilford Board of Education in excess of the defaulted contract prices. Provided that the contractor shall continue the performance of the contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extended in writing by the Guilford Board of Education, shall also constitute contract default.

- e. **DELIVERY FAILURES:** Failure of a contractor to deliver within the time specified or to deliver within the time extended by the Guilford Board of Education, and failure to make replacements of rejected articles when so requested, immediately or as directed by the Guilford Board of Education, shall constitute contract default and authorize the Guilford Board of Education to purchase in the open market articles of comparable grade to replace the articles rejected or not delivered. On all such purchases, the contractor shall reimburse the Guilford Board of Education, within a reasonable time as specified by the Guilford Board of Education, for any expenses incurred in excess of contract prices or the Guilford Board of Education may deduct such amount from monies owed the defaulting contractor. Such substitute purchases shall be deducted from contract quantities. Should public necessity demand it, the Guilford Board of Education 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 Guilford Board of Education.

- f. **NON-LIABILITY:** The contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any circumstances which, in the Guilford Board of Education's opinion goes beyond the control of the contractor. When such circumstances arise, the Guilford Board of Education may, in its discretion, cancel the contract.

- g. **NON-DISCRIMINATION:** 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 or national origin, nor otherwise commit an unfair employment practice. Contractor further agrees that this article 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" to be included in all bid documents, purchase orders, lease and contracts.

The principles of Affirmative Action are addressed in the 13th, 14th and 15th Amendments of the United States Constitution, Civil Rights Act of 1886, 1870, 1871, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, amended by 11375, (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, 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.

NON-DISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS

Every contract to which the State is party must contain the nondiscrimination and affirmative action provisions provided in the Connecticut General Statutes Section 4a-60 which statute was recently amended by 1989 Connecticut Public Acts No 89-253.

14.3.2 Executive Orders

1. Executive Order No. 3. Executive Order No. 3 of Governor Thomas Meskill (June 16, 1971) applies to all contracts wherein (a) the consideration exceeds \$5000 and the (b) contractor has ten or more employees at any time during the performance of the contract. All contracts meeting these two requirements must contain the following provisions verbatim:

The contract is subject to the provisions of Executive Order No. Three of Governor Thomas Meskill promulgated June 16, 1971 and, as such, this contract may be cancelled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract.

The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated hereof. The parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in the respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The (Contractor) (Subcontractor) (Bidder) (Vendor) agrees, as part consideration hereof, that this (order) (contract) is subject to Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.

Source: Guidelines and Rules of State Labor Commissioner
Implementing Governor's Executive Order No. Three
(November 19, 1971).

CONNECTICUT'S PREVAILING WAGE LAW PROVISION:

If applicable, the Contractor must be in full compliance with Connecticut General Statutes 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 of Connecticut General Statutes, Section 31-53 (g) provides monetary thresholds which must be met before the law is applicable.

The Contractor should familiarize themselves with all aspects of the provisions under state law in order to ensure full compliance.

BID PROPOSAL PAGE

To: Linda Trudeau
Guilford Public Schools
701 New England Road
Guilford, CT 06437

Bid # 4-0809

Bid – Provide HVAC Controllers, Sensors and Transformers for Guilford Public Schools

Bidder:

_____ Company Name (Please Print)

_____ Address (Please Print)

_____ Phone _____ Fax _____ Email

We are submitting our proposal for Bid # 4-0809. We will provide a Certificate of Insurance from N/A.
(Name of Insurance Company)

We are submitting this proposal in full compliance of the General Conditions and Instructions to Bidders. Any exceptions to the terms and conditions are stated below.

We propose to provide HVAC Controllers, Sensors and Transformers for Guilford Public Schools as outlined in these specifications for the cost of \$_____.

_____ (Written Dollar Amount)

We take exception to the following terms and conditions: _____

Date: _____

Signature: _____

Print Name & Title: _____

NON-COLLUSIVE AFFIDAVIT OF BIDDERS

**BID: HVAC CONTROLLERS, SENSORS AND TRANSFORMERS FOR
GUILFORD PUBLIC SCHOOLS**

BID NUMBER: 4-0809

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, and

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.

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

Subscribed and sworn to me this:

_____ Day of _____, 20_____

(Legal Name of Bidder)

Business Address: _____

(Signature)

(Print Name and Title)

Notary Public
My Commission Expires _____

AFFIRMATIVE ACTION STATEMENT

REQUIREMENT: Any vendor or bidder seeking to do business with the Guilford Board of Education must, upon request, supply the Board of Education with information concerning the Affirmative Action/Equal Employment Practices of the vendor/bidder. Failure to supply such information will result in the termination of any further transactions between the vendor/bidder and the Guilford Board of Education.

NOTE: All vendor/bidders with more than 10 employees shall be required to Complete the Affirmative Action/Equal Opportunity Employment Requirements Statement on an annual basis except as noted below:

1. All vendors or bidders with less than 10 employees are exempt from this requirement;
2. All vendors/bidders that have completed this form within the last year;

If either of the above applies, please indicate the:

a) number of employees _____

b) completed this form within one year

<input type="checkbox"/>	<input type="checkbox"/>
Yes	No

Date Completed _____

FOR SEALED BIDS: All bidders submitting a sealed bid will be required to complete the Affirmative Action Statement. If the form has been completed in the past year, please include a copy of the initial form with your bid. If significant changes have taken place in the past year, please update the changes on this form.

Company Name & Address:

Type of

Business: _____

Type of Organization:

Corporation Partnership Individual

If vendor/bidder filing this application is not the above named company, please provide the name, address and telephone number of the reporting unit, branch agent, or representative.

AFFIRMATIVE ACTION / EQUAL OPPORTUNITY EMPLOYMENT REQUIRMENTS STATEMENT

The vendor/bidder is instructed to complete the following:

1. Does the company have a written policy statement regarding equal employment opportunity? Yes No
(If yes, attach a copy)

2. In recruiting employees, are all sources of recruitment notified that all qualified applicants will receive equitable consideration?
 Yes No
If yes, provide brief description of what methods were employed:

3. Do all recruitment advertisements state that you are an Equal Opportunity Employer? Yes No

4. Please list by name and contact person, any local community agency or other group providing minority and female placement services which you have contacted in the last 12 months. If one was not used, please state "None":

5. If additional means are employed to advertise or solicit minority and female applicants for employment opportunities within your company, please indicate:

AFFIRMATIVE ACTION

6. Does you company maintain a written Affirmative Action Plan for the employment of females and minorities?

 Yes No
If yes, please attach a copy

7. Please indicate the name and address of the company official(s)

responsible for carrying out the Equal Opportunity/Affirmative Action Program for your company:

8. If a written Affirmative Action for your company is not in place, please estimate the number of vacancies expected during the next twelve months and indicate the numerical or percentage goals you have set for the employment of minority people and females to make your labor force reflective of the labor market in which you operate:

The vendor is hereby notified that failure to complete the above form in a satisfactory manner will preclude such vendor from being actively considered to contract with the Guilford Board of Education. The vendor is further advised the Affirmative Action Statement included with the bid document will become part of the contract and that any breach of such statements will constitute a breach of contract subject to such remedies as provided by law.

I certify that the above does not contain any misrepresentations, omissions or falsifications in the foregoing statements and answers and that all responses are true, complete and correct to the best of my knowledge and belief.

Date

Signature of Agent

Title

Subscribed and sworn before me at _____, Connecticut,
This ____ day of _____ 20__.

PREVAILING WAGE REQUIREMENTS

The vendor/bidder or Contractor submitting a bid/proposal in response to our bid number: N/A or RFP number: N/A are hereby notified of the requirement to incorporate the State of Connecticut Department of Labor Prevailing Wage rates into the total bid price.

The contractor shall be required to pay all employees at the wages set forth in the enclosed State of Connecticut, Department of Labor Prevailing Wage Rates. The vendor/bidder or contractor will further be required to provide verification of wages paid through the monthly submittals of payroll records to the Board of Education.

The Prevailing Wage Requirements shall apply in the following Public Works Projects set forth in Public Act No. 85-355 in the State of Connecticut General Statutes.

1. The provisions of the Prevailing Wage Requirement shall apply where the total cost of all work to be performed by all contractors in connection with new construction of any public works project is in excess of Four Hundred Thousand dollars.

2. The provisions of the Prevailing Wage Requirement shall apply where total cost of all work to be performed by all contractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is in excess of One Hundred Thousand dollars.

As approved by the State of Connecticut Legislature on June 16, 1985.

The vendor/bidder/contractor is hereby notified that failure to comply with the above prevailing Wage Rate Requirement shall result in disqualification.